



दीनदयाल पत्तन प्राधिकरण

**DEENDAYAL PORT AUTHORITY**



Off-Shore Oil Terminal Department

Tender Notice No. OOT/ME-WK/NPS/8021

Sub: “Supply of Oil Spill Dispersant for Deendayal Port Authority, Vadinar”.

**PORT OFFICE**

Marine Engineer [Gr.I],  
Marine Division,  
Off-Shore Oil Terminal Department,  
AO Building, Deendayal Port Authority,  
Vadinar – 361010, Gujarat State  
Phone: +91 – 288 – 2573006 / 2573001  
Fax: +91 – 288 – 2573031  
E-mail: megr1.oot@deendayalport.gov.in

DEENDAYAL PORT AUTHORITY- OOT, VADINAR

TENDER NO. : OOT/ME-WK/NPS/8021

SUPPLY OF OIL SPILL DISPERSANT FOR DEENDAYAL PORT AUTHORITY,  
VADINAR

**CONTENTS**

<i>Part</i>	<i>Section</i>	<i>Description</i>	<i>Page No.</i>
<b>1.</b>	<b>Tendering Procedures</b>		
		<b>Notice Inviting Tender</b>	3
	<b>I</b>	Instructions to the Tenderers	6-26
	<b>II</b>	Tender Information Sheet	27-31
	<b>III</b>	Evolution and Qualification Criteria	32-36
	<b>IV</b>	Tendering Forms	37-56
<b>2.</b>	<b>V</b>	Supply Requirements with detailed Specifications & conditions	57-66
<b>3.</b>	<b>VI</b>	General Conditions of Contract	67-102
	<b>VII</b>	Special Conditions of Contract	103-109

**DEENDAYAL PORT AUTHORITY- OOT, VADINAR**  
**TENDER NO. : OOT/ME-WK/NPS/8021**

**SUPPLY OF OIL SPILL DISPERSANT FOR DEENDAYAL PORT AUTHORITY, VADINAR**

***NOTICE INVITING ON LINE TENDER***

(Details about tender)

Department Name	OOT Department
Circle/ Division	Marine Division
Tender Notice No.	OOT/ME-WK/NPS/8021
Name of Project	“Supply of Oil Spill Dispersant for Deendayal Port Authority, Vadinar”
Name of Work	“Supply of Oil Spill Dispersant for Deendayal Port Authority, Vadinar”
Estimated Contract Value	Rs.4,53,000/-
Period of Completion (in months)	01 months
Bidding Type	Open
Bid Call (Nos.)	One
Tender Currency Type	Single
Tender Currency Settings	Indian Rupee
Joint Venture	Not Applicable
Rebate	Applicable
Bid Document Fee	Rs.590/- [including GST]
Bid Document Fee payable to	Deendayal Port Authority, Vadinar in the form of DD
Bid Security / EMD (INR)	Rs.9,060/-
Bid Security / EMD in favour of	Deendayal Port Authority, Vadinar in form of DD / PO / Banker’s Cheque
Bid Document Downloading Start Date`	01/09/2022
Bid Document Downloading end date and time	22/09/2022 upto 1400 hours
Date & time of pre-bid meeting	Not Applicable
Place of Pre-bid meeting	Not Applicable
Last date & time of online submission of bids	22/09/2022 upto 1500 hours on <a href="http://www.nprocure.com">www.nprocure.com</a>
Bid validity period	120 days
Remarks	Not Applicable
Preliminary Bid opening date and time	22/09/2022 upto 1500 hours
Technical Bid opening date and time	22/09/2022 upto 1500 hours

Commercial Bid [price bid] opening date	Will be intimated to the technically qualified bidders
Address / Contact	Marine Division, Off-shore Oil Terminal Department, Second Floor, AO Building, Vadinar – 361010 Phone: +91 – 288 – 2573006 / 01, Fax: +91 – 288 – 2573031
Documents required to be submitted by scanning through online	Earnest Money Deposit [EMD] and Tender Fee [DD] Documents as per Section – 2.4.2.
Officer inviting bids	Marine Engineer [Gr.I.]
Eligibility Qualifying Criteria	<u>Financial Standing:</u> Average annual financial turnover during the last three years ending 31st March of the previous financial years, should be at least Rs.1.36 Lakhs.
	<u>Experience terms:</u> Experience of having successfully completed similar works during last 7 years ending last day of month previous to the one in which applications are invited should be either of the following: <b>1.1.</b> Three similar completed works each costing not less than the amount equal to Rs.1.81 lakhs <b><u>OR</u></b> <b>1.2.</b> Two similar completed works each costing not less than the amount equal to Rs.2.27 lakhs <b><u>OR</u></b> <b>1.3.</b> One similar completed work costing not less than the amount equal to Rs.3.62 lakhs. <b>1.4. General:</b> Either the Manufacturers or their authorized dealers are eligible to quote, individually. However, details of local representative who will coordinate the above work should be clearly indicated by the manufacturer. <b>1.5.</b> Similar Works means “Supply of Oil Spill Equipment’s for combating Oil spill of minimum Tier-I level, to Indian Navy / Indian Coast guard / Indian Ports / International or National Reputed Organizations, successfully with performance certificate”.

Chief Operations Manager  
Deendayal Port Authority, OOT-Vadinar

DEENDAYAL PORT AUTHORITY- OOT, VADINAR  
TENDER NO. : OOT/ME-WK/NPS/8021

“Supply of Oil Spill Dispersant for Deendayal Port Authority, Vadinar”

**SECTION – I**

**INSTRUCTIONS TO TENDERERS**

**A. General**

- 1. Scope of Tender** 1.1 The Deendayal Port Authority, OOT, Vadinar indicated in the Notice Inviting Tenders (NIT) and Section V, issues these Tendering Documents for:
- ““Supply of Oil Spill Dispersant for Deendayal Port Authority, Vadinar”
- 1.2 Throughout these Tendering Documents:
- (a) the term “in writing” means communicated in written form by printed and / or neatly typed on computer. Communication means message received by the employer or received from employer by mail, e-mail, fax, telex, courier, post with proof of receipt / delivery;
  - (b) if the context so requires, “singular” means “plural” and vice versa; and
  - (c) “day” means calendar day.
  - (d) “ Work” means the entire scope of work as specified in Section V, Schedule of Requirements
- 2. Name of the Tender** 2.1 The Title and Brief Description of Scope of: ““Supply of Oil Spill Dispersant for Deendayal Port Authority, Vadinar”.
- 3. Fraud and Corruption** 3.1 The employer, Tenderers, Contractors, sub contractors, and consultants, observe the highest standard of ethics during the procurement / work and execution of such contracts. In pursuit of this policy, the employer.
- (a) Defines, for the purposes of this provision, the terms set forth below as follows:
    - (i) “corrupt practice” means the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of a public official in the procurement process or in contract execution;
    - (ii) “fraudulent practice” means a misrepresentation or omission of facts in order to influence a procurement process or the execution of a contract;

- (iii) “collusive practice” means a scheme or arrangement between two or more Tenderers, designed to establish Tender prices at artificial, non competitive levels; and
- (iv) “coercive practice” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the procurement process or affect the execution of a contract;
- b) will reject a proposal for award if it determines that the Tenderer recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for the Contract in question;
- c) will terminate contract if it determines at any time that representatives of the employer engaged in corrupt, fraudulent, collusive or coercive practices during the procurement or the execution of that contract;
- d) will sanction a firm or individual, including declaring them ineligible, either indefinitely or for a stated period of time, to be awarded a contract if it at any time determines that they have, directly or through an agent, engaged, in corrupt, fraudulent, collusive or coercive practices in competing for, or in executing, a contract; and
- e) will have the right to require that a provision be included in Tendering Documents and in contracts, requiring Tenderers, Contractors, consultants to permit the Employer to inspect their accounts and records and other documents relating to the Tender submission and contract performance.

3.2 Furthermore, Tenderers shall be aware of the provision stated in Sub-Clause 34.1 (a) (iii) of the General Conditions of Contract.

**4 Eligible Tenderers**

4.1 A Tenderer, and all parties constituting the Tenderer, may have the nationality of any country. A Tenderer shall be deemed to have the nationality of a country if the:

Tenderer is a citizen or is constituted, incorporated, or registered and operates in conformity with the provisions of the laws of that country. This criterion shall also apply to the determination of the nationality of proposed subcontractors or Contractors for any part of the Contract including Related Services.

4.2 A Tenderer shall not have a conflict of interest. All Tenderers found to have conflict of interest shall be disqualified. Tenderers may be considered to have a conflict of interest with one or more parties in this Tendering process, if they:

- (a) are or have been associated in the past, with a firm or any of its affiliates which have been engaged by the Employer to provide

consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the goods to be purchased under these Tendering Documents ; or

(b) submit more than one Tender in this Tendering process. However, this does not limit the participation of subcontractors in more than one Tender;

4.3 A Tenderer that is under a declaration of ineligibility by the Employer in accordance with ITT Clause 3, at the date of contract award, shall be disqualified. The list of black-listed firms is available at the Employer's Website as specified in the NIT and Section V.

4.4 Tenderers shall provide such evidence of their continued eligibility satisfactory to the Employer, as the Employer shall reasonably request.

**5. Eligible Equipment**

5.1 "Supply of Oil Spill Dispersant for Deendayal Port Authority, Vadinar"

5.2 For purposes of this Clause, the term Goods means: "Supply of Oil Spill Dispersant for Deendayal Port Authority, Vadinar" ,

as specified in Section V which includes commodities, raw material, machinery, equipment, and industrial plants.

**B.**

**Contents of Tendering Documents**

**6 Sections of Tendering Documents**

6.1.1 The Tendering Documents consist of Parts 1, 2, and 3, which include all the Sections indicated below, and should be read in conjunction with any Addendum issued in accordance with ITT Clause 8.

**PART 1 Tendering Procedures**

- Notice Inviting Tender (NIT)
- Section I. Instructions to the Tenderers (ITT)
- Section II. Tender Information Sheet (TIS)
- Section III. Evaluation & Qualification Criteria.
- Section IV. Tendering Forms

## **PART 2 Section V. Supply Requirements**

## **PART 3 Contract Conditions / Forms**

- Section VI. General Conditions of Contract (GCC)
- Section VII. Special Conditions
- Section VIII. Contract Forms

6.1.2 The Complete Tender document may be downloaded from the Deendayal Port's web site: [www.deendayalport.gov.in](http://www.deendayalport.gov.in) and [www.nprocure.com](http://www.nprocure.com) and CPP Portal: [www.eprocure.gov.in](http://www.eprocure.gov.in) as specified in NIT and Section – V such down loaded documents shall be considered valid for participating in the Tender process. However, the cost of Tender Document shall be payable by separate Demand Draft on or before submission of the Tender. The offers of such bidders shall be opened only on proof of submission of scanned copy of Demand Draft for payment of cost of tender document as specified in TIS and Section V.

6.2 The Notice Inviting Tenders (NIT) issued by the Employer forms part of the Tendering Documents.

6.3 The employer shall make his all out efforts to ensure the correctness of Documents available on the Web site.

6.4 The Tenderer is expected to examine all instructions, forms, terms, and specifications in the Tendering Documents. Failure to furnish all information or documentation required by the Tendering Documents may result in the rejection of the Tender.

6.5 The Tender Documents are available on website as specified in NIT and Section V.

6.6 Tender documents to be downloaded from the web site and at the time of submission of the hard copy of tender document, the Tenderer shall give an undertaking that no changes have been made in the document as per declaration form in Section – IV.

## **7 Clarification of Tendering Documents**

7.1 A prospective Tenderer requiring any clarification of the Tendering Documents shall contact the Employer in writing at the Employer's address specified in the NIT. The Employer will respond in writing to any request for clarification, provided that such request is received not later than seven (7) days prior to the date pre-bid meeting. As Specified in NIT, Employer will conduct the Pre bid meeting and prospective Tenderers may attend the Pre-bid meeting. Employer shall issue clarifications during the meeting. However, the Minutes of Meeting / Clarifications / Addenda shall be posted on Web sites only.

7.2 The Tenderer shall be deemed to have thoroughly examined the General and Special Conditions of contract, Various Schedules and scope of site works and restrictions thereof. If he shall have any

issues to be clarified, the same shall be brought to the notice of the Employer in writing as set out in ITT clause 7.1.

**8 Amendment of Tendering Documents**

8.1 At any time prior to the deadline for submission of Tenders, the Employer may amend the Tendering Documents by posting addendum on web sites.

8.2 Any addendum issued shall be part of the Tendering Documents.

8.3 To give prospective Tenderers reasonable time in which to take an addendum into account in preparing their Tenders, the Employer may, at its discretion, extend the deadline for the submission of Tenders, pursuant to ITT Sub-Clause 24.2.

**C.**

**Preparation of Tenders**

**9 Cost of Tendering**

9.1 The Tenderer shall bear all costs associated with the preparation and submission of its Tender, and the Employer shall not be responsible or liable for those costs, regardless of the conduct or outcome of the Tendering process.

**10. Language of Tender**

10.1 The Tender, as well as all correspondence and documents relating to the Tender exchanged by the Tenderer and the employer, shall be written in the English as specified in the NIT and Section V. Supporting documents and printed literature that are part of the Tender may be in another language provided they are accompanied by an accurate translation of the relevant passages into the language specified in the NIT and Section V in which case, for purposes of interpretation of the Tender, such translation shall govern.

**11. Documents Comprising the Tender**

11.1 The Tender shall comprise the following:

- (a) Form of Tender and the applicable Price Schedules, in accordance with ITT Clauses 12, 14, and 15;
- (b) Earnest Money Deposit (EMD) to be remitted by the party, in accordance with ITC clauses;
- (c) Written confirmation authorising the signatory of the Tender to commit the Tenderer, in accordance with ITT Clause 22;
- (d) Documentary evidence in accordance with ITT Clause 16 establishing the Tenderer's eligibility to Tender;
- (e) Documentary evidence in accordance with ITT Clause 17, that the Goods and Related Services to be supplied by the Tenderer as specified in Section V, Schedule of Requirements;
- (f) Documentary evidence in accordance with ITT Clauses 18 and 30, that the Goods and Related Services conform to the Tendering Documents;

(g) Documentary evidence in accordance with ITT Clause 19 establishing the Tenderer's qualifications to perform the contract if its Tender is accepted; and

(h) Any other document required in the NIT and Section V.

**12. Form of Tender and Price Schedules**

12.1 The Tenderer shall submit the Form of Tender using the form furnished in Section IV, Tendering Forms. This form must be completed without any alterations to its format, and no substitutes shall be accepted. All blank spaces shall be filled in with the information requested.

12.2 The Tenderer shall submit the Price Schedules for: "Supply of Oil Spill Dispersant for Deendayal Port Authority, Vadinar" as specified in Section V, Schedule of Requirements, as appropriate, using the forms furnished in Section IV, Tendering Forms.

12.3 The Tenderer shall submit duly filled in Form of Tender set accordance with ITT Clause 23, along with both Techno Commercial and Price Covers. In the Techno-Commercial Cover, the Price related clause(s) shall be left blank and a Comment shall be made "Refer to the Form of Tender in Price Cover".

**13. Alternative Proposal**

13.1 Alternative proposals shall not be considered, unless otherwise specified in TIS.

**14. Tender Prices and Discounts**

14.1 The prices and discounts quoted by the Tenderer in the Form of Tender and in the Price Schedules shall conform to the requirements specified below.

14.2 All lots and items must be listed and priced separately in the Price Schedules. If a Price Schedule shows items listed but not priced, their prices shall be assumed to be included in the prices of other items. Items not listed in the Price Schedules but specified in the Section V, Schedule of Requirements, their prices are deemed to have been in the Prices of other items.

14.3 The price to be quoted in the Form of Tender shall be the total price of the Tender, excluding any discounts offered.

14.4 The Tenderer shall quote unconditional discounts, if any and indicate the method for their application in the Form of Tender.

14.5 The terms EXW, FOB, CIF, and other similar terms shall be governed by the rules prescribed in the current edition of Incoterms, published by The International Chamber of Commerce, as specified in the NIT and Section V.

14.6 Prices shall be quoted as specified in each Price Schedule included in Section IV, Tendering Forms. The dis-aggregation of price components is required solely for the purpose of facilitating the comparison of Tenders by the Employer. This shall not in any way limit the Employer's right to contract on any of the terms

offered. The Tenderer may obtain transport and insurance services as specified in NIT and Section V. Prices shall be entered in the following manner:

(a) For Goods manufactured in India:

- (i) The price of the Goods quoted EXW [ex-works, ex-factory, ex-warehouse, ex-showroom, or off-the-shelf, as applicable], including all customs duties and sales and other taxes already paid or payable on the components and raw material used in the manufacture or assembly of the Goods;
- (ii) Any sales tax and other taxes which will be payable on the Goods if the contract is awarded to the Tenderer; and
- (iii) The price for inland transportation, insurance, and other local services required to convey the “Supply of Oil Spill Dispersant for Deendayal Port Authority, Vadinar” as specified in Section V to their final destination (Project Site) specified in the NIT and Section V.

(b) For Goods manufactured outside India, to be imported:

- (i) The price of the Goods, quoted FOB named port of loading, as specified in the TIS.
- (ii) The price for inland transportation, insurance, and other local services required to convey the **Equipments** from the named place to their final destination specified in the **TIS**
- (iii) In addition to the prices as specified in (b)(i) above, the price of the goods to be imported may be quoted FOB at Deendayal Port Authority, OOT, Vadinar and cost of insurance and freight & Taxes & Duties required to be paid in India separately till the Goods received at project site, if so specified in the TIS.

(c) For Related Services, other than inland Transportation and other services required to convey the Goods to their final destination, wherever such related services are specified in the sequence of requirement.

- (i) The price of each item comprising the related services [inclusive of all applicable taxes].

14.7 Prices quoted by the Tenderer shall be fixed during the Tenderer’s performance of the Contract and not subject to variation on any account unless other wise specified in NIT and Section V. and in accordance with GCC clause. A Tender submitted with an adjustable price quotation shall be treated as non responsive and shall be rejected, pursuant to ITT Clause 30.

- 15. Currencies of Tender**
- 15.1 The Tenderer shall quote in Indian Currency (INR) unless otherwise specified in the NIT & Section IV.
- 15.2 The Tenderer may express the Tender price equivalent to US \$ or Euro.
- 15.3 For evaluation purposes, exchange rate shall be in accordance with ITT clause 34.1
- 16. Documents Establishing the Eligibility of the Tenderer**
- 16.1 To establish their eligibility in accordance with ITT Clause 4, Tenderers shall complete the Form of Tender, included in Section IV, Tendering Forms.
- 17. Documents Establishing the Eligibility of the Goods and Related Services**
- To establish the eligibility of the “Supply of Oil Spill Dispersant for Deendayal Port Authority, Vadinar”, as specified in Section-V in accordance with ITT Clause 5, Tenderers shall complete the country of origin declarations in the Price Schedule Forms, included in Section IV, Tendering Forms.
- 18. Documents Establishing the Conformity of the Goods and Related Services**
- 18.1 To establish the conformity of the Goods and Related Services to the Tendering Documents, the Tenderer shall furnish as part of its Tender the documentary evidence that the Goods conform to the technical specifications and standards specified in Section V, Schedule of Requirements.
- 18.2 The documentary evidence may be in the form of literature, drawings or data, and shall consist of a detailed item by item description of the essential technical and performance characteristics of the “Supply of Oil Spill Dispersant for Deendayal Port Authority, Vadinar” to the technical specification, and if applicable, a statement of deviations and exceptions to the provisions of the Schedule of Requirements.
- 18.3 The Tenderer shall also furnish a list giving full particulars, including available sources and current prices of spare parts, special tools, etc., necessary for the proper and continuing functioning of the equipments during the period specified in the NIT and Section V, following commencement of the use of the goods by the Employer.
- 18.4 Standards for workmanship, process, material, and equipment, as well as references to brand names or catalogue numbers specified by the Employer in the Schedule of Requirements, are intended to be descriptive only and not restrictive.
- 19. Documents Establishing the Qualifications of the Tenderer**
- 19.1 The documentary evidence of the Tenderer’s qualifications to perform the contract if its Tender is accepted shall establish to the employer’s satisfaction:
- (a) That, if required in the NIT and Section V, a Tenderer that does not manufacture or produce “Supply of Oil Spill

Dispersant for Deendayal Port Authority, Vadinar” it offers to supply shall submit the Manufacturer’s Authorization using the form included in Section IV, Tendering Forms to demonstrate that it has been duly authorized by the manufacturer or producer of the “Supply of Oil Spill Dispersant for Deendayal Port Authority, Vadinar” to supply these Equipments in India;

(b) That, if required in the NIT and Section V, in case of a Tenderer not doing business within India, the Tenderer is or will be [if awarded the contract] represented by an Agent in the country equipped and able to carry out the Contractor’s maintenance, repair and spare parts-stocking obligations prescribed in the Conditions of Contract and / or Technical Specifications; and

(c) That the Tenderer meets each of the qualification criterion specified in Section III, Evaluation and Qualification Criteria.

**20. Period of  
Validity of  
Tenders**

20.1 Tenders shall remain valid for the period specified in the NIT after the Tender submission deadline date prescribed by the Employer. A Tender valid for a shorter period shall be rejected by the Employer as non responsive.

20.2 In exceptional circumstances, prior to the expiration of the Tender validity period, the Employer may request Tenderer to extend the period of validity of their Tenders.

**21. Earnest Money  
Deposit (EMD)**

21.1 The Tenderer shall furnish “bid security declaration form” on the letter head of the party duly signed and sealed.

21.2 If any Tender not accompanied by “bid security declaration form” in accordance with Form attached, the bid shall be declared by the Employer as non-responsive.

(a) If the successful Tenderer fails to:

(i) Sign the Contract in accordance with ITT Clause 43;

(ii) Furnish a Performance Guarantee in accordance with ITT Clause 44.

(iii) Pursuant to ITT clause 31.4

## **22. Format and Signing of Tender**

22.1 The Price Bid to be submitted on-line shall be signed digitally by a person or persons duly authorized to sign on behalf of the Bidder.

22.2 The Bid shall contain no alterations or additions, except those to comply with instructions issued by the Employer, or as necessary to correct errors made by the Tenderer in which case such corrections shall be initiated by the person or persons signing the bid.

22.3 In case of tender document being downloaded from the web site, at the time of submission of [the hard copy of] the tender document. The tenderer shall give an undertaking that no change have been made in document. He shall be issued a printed set of document under acknowledgment with a condition that the printed version of the port tender document will be treated as authentic tender and if any discrepancy is noticed at any stage between the Port's tender document and the one submitted by the tenderer, the conditions mentioned in the Port's printed document shall prevail. Besides, the tenderer shall be liable for legal action for the lapses.

## **D. Submission and Opening of Tenders**

### **23. Submission, Sealing and Marking of Tenders**

23. Bidders who wish to participate will have to procure/ should have legally valid Digital Certificate, as per Information Technology Act-2000, using which they can sign their electronic bids. The bidders can procure the Digital Certificate from (n) code solutions a division of GNFC Ltd, who are licensed certifying authority by Government of India. All bids should be digitally signed. For details regarding Digital signature certificate and related matters, the below mentioned address should be contacted: (n) code Solutions, A Division of GNFC, 301 GNFC Infotower, Bodakdev, Ahmedabad. Tel. +91 79 26857316/17/18; Fax: +91 79 26857321 E-mail: [nprocure@gnvfc.net](mailto:nprocure@gnvfc.net) Mobile: 9327084190/9898589652.

The accompaniments to the tender documents as described in the tender condition shall be Scanned and submitted On-Line along with Tender documents. However, the originals / attested hard copies along with tender documents (except Price Bid) signed on bottom left corner of each page in token of acceptance of tender conditions and shall have to be forwarded subsequently so as to reach the office of COM (OOT) within 7 days of opening of the tenders, failing which the tender shall be considered as non-responsive.

23.1 The Tenderer shall put Tender Fee and Earnest Money Deposit as per tender condition, hereof in one envelope and properly seal and mark as “Preliminary Bid”. The bidder shall put documents mentioned in the tender in separate envelope and properly seal and mark as “Technical Bid”.

These envelopes than be put inside one outer envelope and sealed, duly marking the outer envelope as “Technical Bid”.

23.2 The envelopes shall be:

(A) Addressed to COM [OOT] at the following address.

Chief Operations Manager  
Deendayal Port Authority  
Administrative Office Building  
1<sup>st</sup> floor, Jetty- Vadinar, Jamnagar  
Gujarat – 361010 (India)  
Phone : +91 0288-2573001  
e-mail : [com@deendayalport.gov.in](mailto:com@deendayalport.gov.in) and

(B) bear the following identification:

Bid for:- “Supply of Oil Spill Dispersant for Deendayal Port Authority, Vadinar”,

Bid reference: OOT/ME-WK/NPS/8021

The tender complete in all respect should be submitted to the site [www.nprocure.com](http://www.nprocure.com) on or before due date and time.

23.3 Bidder should submit the “Demand Draft towards Tender Fee and Earnest Money Deposit”; Form – 5 copy of the authorization [the power of attorney] and Form – 13 [Integrity Pact form] on non-judicial stamp paper on or before the due date and time of opening of tender on online, failing which the offer will be treated as non-responsive.

23.4 In addition to the identification required in Sub-Clause 23.2, the inner envelopes shall indicate the name and address of the bidder to enable the bid to be returned unopened in case it is declared late, pursuant to Clause 21, or the bid is declared non-responsive. If the outer envelopes are not sealed and marked as above, the Employer will assume no responsibility for the misplacement or premature opening of the technical bid and financial bid.

#### **24. Deadline for Submission of Tenders**

24.1 Tender must be received through online on website [www.nprocure.com](http://www.nprocure.com) and the hard copy of documents as mentioned in clause 23.3 should be received by the Employer at the address and not later than the date and time specified in the TIS.

24.2 The Employer may extend the deadline for submission of bids by issuing an amendment in accordance with Clause 8, in which case all rights and obligations of the Employer and the bidders previously subject to the original deadline will then be subject to the new deadline.

**25. Late Tenders**

The Employer shall not consider any tender that arrive after the deadline for submission of the hard copies of documents as mentioned in the clause 23.3 of tender. Any tender received by the employer after the deadline for submission of tenders shall be considered as non-responsive & shall be declared late, rejected.

**26. Withdrawal, Substitution, and Modification of Tenders**

26.1 A Tenderer may withdraw, substitute, or modify its Tender after it has been submitted by sending a written notice in accordance with ITT Clause 23, duly signed by an authorized representative, and shall include a copy of the authorization [the power of attorney] in accordance with ITT Sub-Clause 22.2, [except that no copies of the withdrawal notice are required]. The corresponding substitution or modification of the Tender must accompany the respective written notice. All notices must be:

- (a) submitted in accordance with ITT Clauses 22 and 23 [except that withdrawal notices do not require copies], and in addition, the respective envelopes shall be clearly marked “WITHDRAWAL”, “SUBSTITUTION”, or “MODIFICATION” and
- (b) received by the Employer prior to the deadline prescribed for submission of Tenders, in accordance with ITT Clause 24.

26.2 Tenders requested to be withdrawn in accordance with ITT Sub-Clause 26.1 shall be returned unopened to the Tenderers.

26.3 No Tender may be withdrawn, substituted, or modified in the interval between the deadline for submission of Tenders and the expiration of the period of Tender validity specified by the Tenderer on the Form of Tender or any extension thereof.

**27. Tender Opening**

27.1 The Deendayal Port Authority shall conduct the Tender opening in public at the address, date and time specified in the TIS.

27.2. Envelopes marked “WITHDRAWAL” shall be opened and read out first. Bids for which an acceptable notice of withdrawal has been submitted shall not be opened. Tenderer’s name, withdrawals, modifications of technical bid, the presence of bid security and such other details, as the Employer may consider appropriate will be announced by the Employer at the opening.

27.3 If all Tenderers have submitted unconditional Bids together with requisite bid security, then all bidders will be so informed then and there. If any Bid contains any deviation from the Bids documents and/or if the same does not contain Bid security in the manner prescribed in the Bid documents, then that Bid will be rejected and the Bidder informed accordingly. All valid financial bids whose technical bids have been determined to be substantially responsive in accordance with Clause 26 hereof, shall be opened on the specified date from declaring the results of the Technical Bid, in presence of the bidders or their representatives who choose to attend. The Bidder’s name, the Bid prices, the total amount of each Bid and of any alternative Bid (if alternatives have been

requested or permitted), any discounts, Bid modifications and withdrawals, and such other details as the Employer at the opening. Any bid price, discount, or alternative Bid price which is not read out and recorded at Bid opening, will not be taken into account in Bid evaluation.

27.4 The Employer shall prepare record of the Bid opening, including the information disclosed to those present and the record shall form part of the contract.

## **E Evaluation and Comparison of Tenders**

### **28. Confidentiality**

28.1 Information relating to the examination, evaluation, comparison and post-qualification of Tenders, and recommendation of contract award, shall not be disclosed to Tenderers or any other persons not officially concerned with such process until publication of the Contract Award.

28.2 Any effort by a Tenderer to influence the Employer in the examination, evaluation, and comparison, of the Tenders or contract award decisions may result in the rejection of its Tender and disqualification from bidding for any contract with the bidder for a period of three years from the date of notification as mentioned in the form “bid security declaration form”.

28.3 Notwithstanding ITT Sub-Clause 28.2, from the time of Tender opening to the time of Contract Award, if any Tenderer wishes to contact the employer on any matter related to the Tendering process, it should do so in writing.

### **29. Clarification of Tenders**

29.1 To assist in the examination, evaluation and comparison of the Tenders, the employer may, at its discretion, ask any Tenderer for a clarification of its Tender. Any clarification submitted by a Tenderer in respect to its Tender and that is not in response to a request by the Employer shall not be considered. The employer’s request for clarification and the response shall be in writing. No change in the prices or substance of the Tender shall be sought, offered, or permitted, except to confirm the correction of arithmetic errors discovered by the employer in the Evaluation of the Tenders, in accordance with ITT Clause 31.

### **30. Responsiveness of Tenders**

30.1 The employer’s determination of a Tender’s responsiveness shall be based on the contents of the Tender itself and clarifications in accordance with ITT clause 29.

30.2 A substantially responsive Tender is one that conforms to all the terms, conditions, and specifications of the Tendering Documents without material deviation, reservation, or omission. A material deviation, reservation, or omission is one that:

(a) affects in any substantial way the scope, quality, or performance of the Goods and Related Services specified in the Contract; or

(b) limits in any substantial way, inconsistent with the Tendering Documents, the employer's rights or the Tenderer's obligations under the Contract; or

(c) if rectified would unfairly affect the competitive position of other Tenderers presenting substantially responsive Tenders.

30.3 Tenders shall not contain the following information/ conditions to consider them responsive :

(a) Either direct or indirect reference leading to reveal the Prices of the Tenders in the Techno-Commercial Covers;

(b) Techno-commercial conditions in the Price Cover

(c) adjustable prices

(d) irrelevant information

30.4 If a Tender is not substantially responsive to the Tendering Documents, it shall be rejected by the employer and may not subsequently be made responsive by the Tenderer by correction of the material deviation, reservation, or omission.

### **31. Nonconformities, Errors and Omissions**

31.1 Provided that a Tender is substantially responsive, the employer may waive any non-conformities or omissions in the Tender that do not constitute a material deviation.

31.2 Provided that a Tender is substantially responsive, the employer may request that the Tenderer submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial nonconformities or omissions in the Tender related to documentation requirements. Such omission shall not be related to any aspect of the price of the Tender. Failure of the Tenderer to comply with the request may result in the rejection of its Tender.

31.3 Provided that the Tender is substantially responsive, the employer shall correct arithmetical errors on the following basis:

(a) if there is a discrepancy between the unit price and the line item total that is obtained by multiplying the unit price by the quantity, the unit price shall prevail and the line item total shall be corrected, unless in the opinion of the employer there is an obvious misplacement of the decimal point in the unit price, in which case the line item total as quoted shall govern and the unit price shall be corrected;

(b) if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals or arithmetically corrected sub totals shall prevail and the total shall be corrected; and

(c) if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (a) and (b) above.

31.4 If the Tenderer that submitted the lowest evaluated Tender does not accept the correction of arithmetical errors, its Tender shall be rejected and treated in accordance ITT clause 21.5.

**32. Preliminary Examination of Tenders**

32.1 The employer shall examine the Tenders to confirm that all documents and technical documentation requested in ITT Clause 11 have been provided, and to determine the completeness of each document submitted.

32.2 The employer shall confirm that the following documents and information have been provided in the Tender. If any of these documents or information is missing, the offer shall be rejected.

(a) Form of Tender, in accordance with ITT Sub-Clause 12.1;

(b) Price Schedules, in accordance with ITT Sub-Clause 12.2;

(c) “Bid Security Declaration Form” in accordance with Form 14

**33. Examination of Terms and conditions Technical Evaluation**

33.1 The employer shall examine the Tender to confirm that all terms and conditions specified in the GCC and the SCC have been accepted by the Tenderer without any material deviation or reservation.

33.2 The employer shall evaluate the technical aspects of the Tender submitted in accordance with ITT Clause 18, to confirm that all requirements specified in Section V, Schedule of Requirements of the Tendering Documents have been met without any material deviation or reservation.

33.3 If after the examination of the terms and conditions and the technical evaluation, the Employer determines that the Tender is not substantially responsive in accordance with ITT Clause 30, it shall reject the Tender.

**34. Conversion to Single Currency**

For evaluation and comparison purposes, the employer shall convert all Tender prices expressed in amounts in various currencies into an amount in a single currency specified in the NIT & Schedule I&II, using the selling exchange rates established by the source and on the date specified in the TIS.

**35. Domestic / Price / Purchase preference**

35.1 No Domestic / Purchase / Price preference is envisaged unless otherwise stated in TIS

**36. Evaluation of Tenders**

36.1 The employer shall evaluate each Tender that has been determined, up to this stage of the evaluation, to be substantially responsive. The employer shall evaluate the Techno Commercial cover as following:

(a) Evaluation in accordance with ITT clause 32 and 33

(b) Evaluation in accordance with Section III

36.2 To evaluate a Tender, the employer shall only use all the factors, methodologies and criteria defined in ITT Clause 36. No other criteria or methodology shall be permitted.

36.3 To evaluate a Tender of those Tenderers whose tenders are evaluated in accordance with ITT clause 36.1 and found responsive in accordance with ITT clause 30, the employer shall consider the following:

(a) Evaluation will be done for as specified in the NIT & Part I& II; & the Tender Price as quoted in accordance with clause 14

(b) Price adjustment for correction of arithmetic errors in accordance with ITT Sub-Clause 31.3;

(c) Price adjustment due to discounts offered in accordance with ITT Sub-Clause 14.4;

(d) Due to the application of the evaluation criteria specified in the NIT & Part I & II from amongst those set out in Section III, Evaluation and Qualification Criteria;

**37. Comparison of Tenders** 37.1 The employer shall compare all substantially responsive Tenders to determine the lowest-evaluated Tender, in accordance with ITT Clause 36.

**38. Joint Venture** 38.1 JV is permitted as specified in TIS

**39. Employer's Right to Accept Any Tender, and to Reject Any or All Tenders** 39.1 The employer reserves the right to accept or reject any Tender, and to annul the Tendering process and reject all Tenders at any time prior to contract award, without thereby incurring any liability to Tenderers.

## **F.**

## **Award of Contract**

**40. Award Criteria** 40.1 The employer shall award the Contract to the Tenderer whose offer has been determined to be the lowest evaluated Tender and is substantially responsive to the Tendering Documents, based on the "FINAL COST" to the Employer.

40.2 In the unlikely event of lowest evaluated Tenderer backing out, the employer reserves the right to negotiate with the next lowest bidder to match the lowest evaluated Tenderer's price.

**41. Employer's Right to Vary Quantities at Time of Award** 41.1 At the time the Contract is awarded, the employer reserves the right to increase or decrease the quantity of Goods and Related Services originally specified in Section V, Schedule of Requirements, provided this does not exceed the percentages specified in the NIT & Section IV, and without any change in the unit prices or other terms and conditions of the Tender and the Tendering Documents.

**42. Notification of Award** 42.1 Prior to the expiration of the period of Tender validity or extended validity in accordance with ITT clause 20.2, the employer shall notify the successful Tenderer, in writing, that its Tender has been accepted.

42.2 Until a formal Contract is prepared and executed, the notification of award and Form of Tender shall constitute a binding Contract.

42.3 The employer shall publish in its Website the Notification of Award detailing the following information:

- i. Tender No.
- ii. Item / Nature of work
- iii. Mode of Tender Enquiry
- iv. Date of Publication of NIT
- v. Type of Bidding (Single / Two Bid System)
- vi. Last date of receipt of tender
- vii. Nos. of tenders received.
- viii. Nos. and names of parties qualified after technical evaluation
- ix. Nos. and names of parties not qualified after technical evaluation
- x. Whether contract awarded to lowest Tenderer/ Evaluated L1
- xi. Contract No. & Date
- xii. Name of Contractor
- xiii. Value of Contract
- xiv. Scheduled date of completion of supplies

### **43. Signing of Contract**

43.1 Promptly after notification, the employer shall send to the successful Tenderer the draft agreement and the Special Conditions of Contract.

43.2 Within specified period, as specified in NIT, the successful Tenderer shall sign, date, and return the Agreement Form to the employer from the date of Receipt of Notification of Award issued by the employer in accordance with ITT Clause 41.1

43.3 All Costs, charges and expenses of drafting the Contract Agreement including Stamp Duty shall be borne by the Successful Tenderer.

**44. Performance Guarantee**

44.1 Within specified period, as specified in NIT, of the receipt of notification of award from the employer, the successful Tenderer, if required, shall furnish the Performance Guarantee in accordance with the GCC, using for that purpose the Performance Guarantee Form included in Section VIII, Contract forms, or another Form acceptable to the employer. The employer shall promptly notify the disqualify the bidder for a period of three years from the date of notification as mentioned in the form “bid security declaration form”.

44.2 Failure of the successful Tenderer to submit the above-mentioned Performance Guarantee or sign the Contract shall constitute sufficient grounds for the annulment of the award and disqualification of the bidder for a period of three years from the date of notification as mentioned in the form “bid security declaration form”.

44.3 All Costs, charges and Expenses including drafting and/or approving drafts and stamp duty and as well as Bank Guarantee or any other Form in accordance with GCC clause 17, shall be borne by the Successful Tenderer

44.4 No interest shall be payable by the Employer on Performance Guarantee Amounts.

**45 Transportation and Communication**

45.1 The Successful Tenderer shall provide transport facilities to the employer within the over all Tender cost for making Site visits to the Project Site. The Transportation facility shall be suitable and to the dignity of the Official nominated by the employer or as specified in TIS.

45.2 The contractor should provide mobile number of two representatives regarding operations & maintenance related queries of the delivered equipments for smooth communication.

**46. All bidders shall scan and forward the following information and documents to website [www.nprocure.com](http://www.nprocure.com):**

- a. Copies of original documents defining the constitution or legal status, place of registration, and principal place of business, written power of attorney of the signatory of the Bid to commit the Bidder.
- b. Experience in works of a similar nature for the last seven years, and details of works underway or contractually committed, and Employers who may be contacted for further information on those contracts.
- c. Work orders it completion certificate and TDS Certificate matching with the financial criteria mentioned in the Tender.
- d. Reports on the financial standing of the Bidder, such as profit and loss statements and auditor’s reports for the past three years.
- e. Authority to seek references from the Bidder’s bankers.
- f. PAN, Registration with Sales Tax, GST Certificate, Provident Fund Authorities.
- g. Scanned copy of Demand Draft for Earnest Money Deposit.
- h. Scanned copy of Demand Draft for Tender fee.
- i. Information regarding any litigation, current or during the last five years, in which the Bidder is involved, the parties concerned, and disputed amount.

j. Forms No. 01 to 14 as per the proforma mentioned in the tender.

**47. All bidders shall submit original / hard copy of following documents on or before the date and time of opening of tender:**

- a. Demand Draft towards Tender Fee
- b. Demand Draft towards Earnest Money Deposit
- c. Form – 5 copy of the authorization [the power of attorney] – on non-judicial stamp paper

DEENDAYAL PORT AUTHORITY – OOT, VADINAR  
TENDER NO. : OOT/ME-WK/NPS/8021

“Supply of Oil Spill Dispersant for Deendayal Port Authority, Vadinar”

**SECTION – II**

**Section II. Tender Information Sheet (TIS)**

The following specific data for the “Supply of Oil Spill Dispersant for Deendayal Port Authority, Vadinar”, to be procured shall complement, supplement, or amend the provisions in the Instructions to Tenderers (ITT). Whenever there is a conflict, the provisions herein shall prevail over those in ITT.

*[Instructions for completing the Tender Information Sheet are provided, as needed, in the notes in italics mentioned for the relevant ITT Clauses.]*

<b>ITT Clause Reference</b>	<b>A. General</b>
<b>ITT 1.1</b>	The Employer is: Deendayal Port Authority The name and tender number of the Tender: “Supply of Oil Spill Dispersant for Deendayal Port Authority, Vadinar”. Tender No. OOT/ME-WK/NPS/8021
<b>ITT 2.1</b>	The title of the Project is: “Supply of Oil Spill Dispersant for Deendayal Port Authority, Vadinar”.
<b>ITT 4.3</b>	A list of firms Black Listed from participating in this tender is available at <a href="http://www.Deendayalport.gov.in">www.Deendayalport.gov.in</a>
<b>ITT 6.1.2</b>	Complete Tender document is available at <a href="http://www.deendayalport.gov.in">www.deendayalport.gov.in</a> ; <a href="http://www.nprocure.com">www.nprocure.com</a> & CPP Portal: <a href="http://www.eprocure.gov.in">www.eprocure.gov.in</a> and the document may be downloaded from the websites. However, the cost of each Tender Document shall be payable on or before submission of Tender.
<b>B. Contents of Tendering Documents</b>	
<b>ITT 6.5 &amp; 7.1</b>	For <b><u>Purchase or services and Clarification of Tender purposes</u></b> only, the Employer’s address is: <b>Chief Operations Manager, A.O. Building, 1<sup>st</sup> Floor, Deendayal Port Authority, OOT-Vadinar, Jamnagar Pin Code: 361010, Gujarat – India Phone No.: + 91-288-2573001, Fax No: + 91 – 288-2573031 Email ID: <a href="mailto:com@Deendayalport.gov.in">com@Deendayalport.gov.in</a></b>

	<b>C. Preparation of Tenders</b>
<b>ITT 10.1</b>	The language of the Tender is <i>English</i> . <i>Tenderers shall not submit Tenders in ANY OTHER language. The Contract to be signed with the Successful Tenderer shall be written in the language in which the Tender was submitted, which will be the language that shall govern the contractual relations between the employer and the SUCCESSFUL Tenderer. A Tenderer shall not sign a translated version of its Contract”].</i>
<b>ITT 11.1 (h)</b>	The Tenderer shall submit the following additional documents in its Tender: <i>[N.A.]</i>
<b>ITT 13.1</b>	Alternative Proposals <i>shall not be</i> considered.
<b>ITT 14.5</b>	The Incoterms edition is: <i>[insert year of edition i.e. “Incoterms 1990” or “Incoterms 2000”]. N.A.</i>
<b>ITT 14.6</b>	Insurance and Transport shall be arranged in accordance with GCC clause 23 and 24 respectively.
<b>ITT 14.6 (a) (iii) and (b) (ii)</b>	“Final destination (Project Site)”: Deendayal Port Authority – <b>OOT, VADINAR</b> ”
<b>ITT 14.6 (b) (i)</b>	<b>Port of Loading: Deendayal Port Authority, N.A.</b>
<b>ITT 14.6 (b) (iii)</b>	<b>In addition to the EXW/ FOB/ CIF price specified in ITT 14.6 (b)(i), the price of the Goods manufactured outside India shall be quoted: [insert appropriate Incoterm, other than EXW/ FOB/ CIF and “Port of Loading and or Port of Discharge”] N.A.</b>
<b>ITT 14.7</b>	The prices quoted by the Tenderer <i>shall not</i> be adjustable except on account of statutory taxes and duties payable in INDIA and in accordance with GCC clause 30.1
<b>ITT 15.1 and 15.2</b>	The Tenderer <i>is</i> required to quote in the currency of India i.e. Indian Rupees only. For Tender evaluation See ITT Clause 34.
<b>ITT 18.3</b>	Period of time the <b>Equipments</b> are expected to be functioning (for the purpose of spare parts): <b>5 years.</b>
<b>ITT 19.1 (a)</b>	Manufacturer’s authorization is <i>mandatory</i> .

ITT 19.1 (b)	The Tenderer shall submit his/manufacturer's details of service agent/representative's address in India along with Tel./fax/ mail addresses for the use of Employer.
<b>ITT 20.1</b>	The Tender validity period shall be <b>120</b> days
<b>ITT 21.1 and 21.2 (a)</b>	Earnest money Deposit (EMD) in form Demand Draft Port will forfeit the EMD in case of; a. The bidder withdraws the bid after bid opening during the period of bid validity. b. The bidder does not accept the correction of the Bid price, pursuant to Clause 1.27; or c. The successful bidder fails within the specified time limit to (i) Sign the Agreement or (ii) Furnish the required Performances security
<b>ITT 21.2</b>	Earnest Money Deposit in form of Demand Draft
<b>ITT 22.1</b>	In addition to the original of the Tender, the number of copies is: <i>one</i>
<b>D. Submission and Opening of Tenders</b>	
ITT 23.1	Tenderers <i>shall</i> have to submit their Tenders electronically.
ITT 23.2 (c)	The inner and outer envelopes shall bear the following additional identification marks: <i>Not valid for e-tendering</i>
ITT 24.1 and 24.2	For Tender submission purposes, the Deendayal Port Authority's address is:  Marine Engineer [Gr.I], A.O. Building, 1st Floor, DEENDAYAL PORT AUTHORITY OOT-Vadinar, Jamnagar Pin Code: 361010 GUJARAT – INDIA PHONE NO: + 91-288-2573001 FAX NO: + 91 – 288-2573031  Email ID: megr1.oot@Deendayalport.gov.in  The deadline for the submission of Tenders is as mentioned in NIT.
ITT 27.1	The Tender opening shall be online.
<b>E. Evaluation and Comparison of Tenders</b>	
ITT 34.1	The Tenderer <i>is</i> required to quote in the currency of India i.e. Indian Rupees.

ITT 35.1	Domestic / Price / Purchase preference <i>shall not</i> be a Tender evaluation factor as per Section III, Evaluation and Qualification Criteria (Not applicable)
ITT 36.3(a)	Evaluation will be done on the basis of Final Cost to the Deendayal Port Authority.
ITT 36.3(d)	The contract price shall be determined using the following criteria, from amongst those set out in Section III, Evaluation and Qualification Criteria: (a) Deviation in Delivery schedule: <i>No</i> . (b) Deviation in payment schedule: <i>No</i> (c) the cost of major replacement components, mandatory spare parts, and service: <i>Yes</i> (d) the availability in India of spare parts and after-sales services for the equipment offered in the Tender : <i>No</i> (e) the projected operating and maintenance costs during the life of the equipment : <i>No</i> (f) the performance and productivity of the equipment offered; <i>No</i> .
ITT 38.1	JVs/Consortia be allowed in all contracts of estimated cost of more than Rs. 5 Crores., However ,there shall be no limit on the number of partners and subject to the following ; (i) In a JV, all partners are jointly and severally responsible for the work. (ii) The technical and financial criteria (PQC) may be met jointly by the partners. At the same time, it has to be ensured that firms are capable. Thus, firms with at least 26% equity holding each shall be allowed to jointly meet the eligibility criteria.
	<b>F. Award of Contract</b>
ITT 41.1	The maximum percentage by which quantities may be increased is: <i>30%</i> The maximum percentage by which quantities may be decreased is: <i>30%</i> <i>30% of individual items/ lots and overall effective contract cost at 15%</i>
ITT 43.2 and 44.1	<i>Contract Agreement shall be executed by the successful bidder within 14 days for National Competitive Tenders (OR 28 days for International Competitive Tender).</i>  <i>Security Deposit / Performance Guarantee shall be submitted by the successful bidder within 21 days for National Competitive Tenders (OR 28 days for International Competitive Tender)</i>

DEENDAYAL PORT AUTHORITY, OOT, VADINAR  
TENDER NO. : OOT/ME-WK/NPS/8021

“Supply of Oil Spill Dispersant for Deendayal Port Authority, Vadinar”

## Section III. Evaluation and Qualification Criteria

This Section complements the Instructions to Tenderers. It contains the criteria that the Deendayal Port Authority may use to evaluate a Tender and determine whether a Tenderer has the required qualifications. No other criteria shall be used.

[The Deendayal Port Authority shall select the criteria deemed appropriate for the procurement process]

### Contents

1. Joint Venture (ITT 38.1)
2. Evaluation Criteria (ITT 36.3 {d})
3. Pre Qualification Criteria

#### 1. Joint Venture Clause (ITT 38.1)

JVs/Consortia be allowed in all contracts of estimated cost of more than Rs. 5 Crores., However, there shall be no limit on the number of partners and subject to the following

- (i) In a JV, all partners are jointly and severally responsible for the work.
- (ii) The technical and financial criteria (PQC) may be met jointly by the partners. At the same time, it has to be ensured that firms are capable. Thus, firms with at least 26% equity holding each shall be allowed to jointly meet the eligibility criteria.

#### 2. Evaluation Criteria (ITT 36.3 (d))

The employer's evaluation of a Tender may take into account, in addition to the Tender Price quoted in accordance with ITT Clause 14.6, one or more of the following factors as specified in ITT Sub-Clause 36.1 and in TIS referring to ITT 36.3(d), using the following criteria and methodologies.

- (a) Delivery schedule (as per Incoterms specified in the TIS)

*The Goods specified in the List of Goods are required to be delivered within the acceptable delivery period as specified in Section V, Delivery Schedule. No credit will be given to deliveries before the earliest date, and Tenders offering delivery periods beyond planned delivery periods shall be treated as non responsive.*

- (b) Deviation in payment schedule: Tenderers shall state their Tender price for the payment schedule outlined in accordance with clause of GCC read with SCC. Tenders shall be evaluated on the basis of Final Price to the Deendayal Port Authority. Tenderers shall not be permitted to state an alternative payment schedule.

- (c) Cost of major replacement components, mandatory spare parts, and service.

*The list of items and quantities of major assemblies, components as spare parts, likely to be required during the initial period of operation specified in the TIS Sub-Clause 18.3, is in the*

*List of Goods. An amount equal to the total cost of these items, at the unit prices quoted in each Tender, shall be added to the Tender price.*

- (d) Specific additional criteria  
*Other specific additional criteria to be considered in the evaluation, and the evaluation method shall be detailed in TIS Sub-Clause 36.3(d)]*
- (e) Experience of proposed sub-contractors / sub-vendors / technical collaborator shall not be considered for evaluation. However, credential of sub-vendors / technical collaborator shall be examined.
- (f) Evaluation Criteria on AMC prices shall be defined.

### 3. PRE-QUALIFICATION CRITERIA

For: “Supply of Oil Spill Dispersant for Deendayal Port Authority, Vadinar”

- (i) Average annual Turnover during the last Three (3) years ending 31<sup>st</sup> March of the Previous Financial Year should be at least **Rs.1.36 Lakhs.**
- (ii) Experience in terms of (in the last 7 years)
  - a) Capability and resources
  - b) Experience in the last Seven (7) Years
  - c) Capabilities w.r.t. personnel. Equipment and Manufacturing facilities;
- (iii) “Similar Works”

Similar work means “Supply of Oil Spill Equipments for combating Oil spills of minimum Tier-I level, to Indian Navy/Indian Coast guard / Indian Major Ports / International or National Reputed Organizations, successfully with performance certificate.”

- (iv) The bidder shall submit affidavit that ‘the agency is / has not been blacklisted / de-listed’ or ‘there has not been any complain against his supplied items’, by Central Govt. / State Govt. / Indian Coast Guard / Indian Navy or any PSU.

DEENDAYAL PORT AUTHORITY, OOT, VADINAR  
TENDER NO. : OOT/ME-WK/NPS/8021

“Supply of Oil Spill Dispersant for Deendayal Port Authority, Vadinar”

**TECHNICAL QUALIFICATION OF BIDDERS**

The information to be filled in by the Bidder in the following pages will be used for purposes of Technical Qualification as provided for in the Instructions to Tenderers.

1. Only for Individual Bidders:
  - 1.1. Constitution or legal status of Bidder (*Attach copy*)
    - Place of registration
    - Principal place of business (Power of attorney of signatory of Bid (*Attach copy*))
2. Other forms as attached

**DEENDAYAL PORT AUTHORITY, OOT, VADINAR**

**TENDER NO. : OOT/ME-WK/NPS/8021**

“Supply of Oil Spill Dispersant for Deendayal Port Authority, Vadinar”

**Section IV. Tendering Forms**

Sr. No.	Types of Form
1	<b>Details of Firm</b>
2	<b>Specimen of Application</b>
3	<b>Details of Financial Stability</b>
4	<b>Format of Declaration</b>
5	<b>Letter of Authority for submission of Bid</b>
6	<b>Exception &amp; Deviations</b>
7	<b>Information regarding Litigation</b>
8	<b>Completed Similar Works in last 07 years</b>
9	<b>Existing commitments and on-going works</b>
10	<b>Bank Details for E-Payment</b>
11	<b>Certificate / Undertaking</b>
12	<b>Integrity Pact</b>
13	<b>Manufacturer’s Authorization</b>

**Form – 1: Details of Firm**  
**[to be executed on Bidder's letter head]**

Sr. No.	Description	Details
1.	Name of Party	
2.	Correspondence address of the Party	
3.	Name of Contact person/s	
4.	Contact number of person/s	
5.	Contact number of the firm	
6.	Mail i.d.	
7.	Year of Establishment	
8.	Type of Firm [i.e. proprietorship/ partnership etc.]	
9.	Name of Proprietor/partners	
10.	Contact numbers of proprietor/partners	
11.	PAN Number	
12.	GST Number	
13.	PF Registration Number	

**Form – 2: Specimen of Application**  
**[to be executed on Bidder's letter head]**

To

Chief Operations Manager,  
Deendayal Port Authority  
Off-Shore Oil Terminal, Vadinar – 361010

We, the undersigned, declare that:

- (a) We have examined and have no reservations to the tender documents, including addenda and clarifications issued vide .....
- (b) We offer to execute the work in conformity with the tendering documents and in accordance with the delivery schedules specified in the schedule of requirements in accordance with the tender document bearing no (**insert No.** )
- (c) Our tender shall be valid for the period of 120 days, from the date fixed for the tender submission deadline and it shall remain binding upon us and may be accepted at any time before the expiration of that period or any extended period.
- (d) If our tender is accepted, we commit to submit a performance guarantee for the due performance of the contract, as specified in specimen form for the purpose.
- (e) No Joint Venture/Joint Venture.
- (f) Our firm, its affiliates or subsidiaries – including any subcontractors or contractors for any part of the contract – has not been declared ineligible by the port, under laws of India or official regulations.
- (g) We understand that this tender, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal contract agreement is prepared and executed.
  - i. We understand that you are not bound to accept the lowest evaluated tender or any other tender or you can also split the work that you may receive.
  - ii. We also make a specific note of clause of [ITB, NIT] under which the contract is governed.

Signed: [insert signature of person whose name and capacity are shown]  
In the capacity of [insert legal capacity of person signing the form of tender]  
Name:[insert complete name of person signing the form of tender]

Duly authorized to sign the tender for and on behalf of: [insert complete name of tenderer]

Dated on \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_(insert date of signing)

**Form – 3: Details of Financial Stability**  
**[to be executed on Bidder's letter head]**

- A. The average Annual Financial Turnover of the applicant in the last years ending 31<sup>st</sup> march of previous financial year as certified by Chartered Accountant (attach copies of audited accounts).

<b>Sr. No.</b>	<b>Year</b>	<b>Turn Over</b>
1.	2020-21	
2.	2019 -20	
3.	2018 -19	

Date : \_\_\_\_\_

Place : \_\_\_\_\_

Name of Applicant: \_\_\_\_\_

Represented by (Name & capacity) \_\_\_\_\_

**Form – 4: Format of Declaration**  
**[to be executed on Bidder's letter head]**

To,

Chief Operations Manager,  
Deendayal Port Authority,  
Off-Shore Oil Terminal, Vadinar – 361010

Sub: Running and Maintenance of Guest House and Staff Canteen at OOT Vadinar for a Period of Three (3) Years.

The undersigned, having studied the pre-qualification submission for the above mentioned project, hereby states:

- (a) The information furnished in our bid is true and accurate to the best of my knowledge.
- (b) That, in case of being pre-qualified, we acknowledge that the Employer may invite us to participate in due time for the opening of Price bid of the Tender on the basis of provisions made in the Tender Documents to follow.
- (c) When the call for Tenders is issued, if the legal, technical or financial conditions, or the contractual capacity of the firm changes, we commit ourselves to inform you and acknowledge your sole right to review the pre-qualification made.
- (d) We enclose all the required pre-qualification data format and all other documents and supplementary information required for the pre-qualification evaluation.
- (e) We also state that no changes have been made by us in the downloaded tender formats and understand that in the event of any discrepancies observed, the tender hoisted on website of (n) procure is full and final for all legal/contractual obligations.
- (f) We also declare that, our firm has not been banned/de-listed by any Government or PSUs.
- (g) We also give an undertaking that, we have not made any payment or illegal gratification to any person / authority connected with the bid process so as to influence the bid process and have not committed any offence under the PC Act in connection with the bid.

Date : \_\_\_\_\_

Place : \_\_\_\_\_

Name of Applicant: \_\_\_\_\_

Represented by (Name & capacity) \_\_\_\_\_

**Form – 5: Letter of Authority for submission of Bid  
[to be executed on non-judicial stamp paper]**

To,

Chief Operations Manager,  
Deendayal Port Authority,  
Off-Shore Oil Terminal Department,  
Vadinar – 361010

Dear Sir,

We \_\_\_\_\_ do hereby confirm that Shri \_\_\_\_\_ (Name, designation and Address) is/are authorized to represent us to bid, negotiate and conclude the agreement on our behalf with you {copy of board resolution attached (in case of company)} for tender no. **OOT/\_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_** for the work of \_\_\_\_\_ and his specimen signature is appended here to.

We confirm that we shall be bound by all and whatsoever our said signatory shall commit.

We understand that the communication made with him by the employer/Board shall be deemed to have been done with us in respect of this Tender.

[Specimen signature]

Yours faithfully,  
Signature:  
Name & Designation:

<p><b>Form – 6: Exception &amp; Deviations</b>  <b>[to be executed on bidder’s letter head]</b></p>
---

As pointed out in the tender call notice, bidders may stipulate here exceptions and deviations to the bid conditions, if considered unavoidable.

Sr. No.	Page no. of bid document	Clause no. of bid document	Subject deviation with reasons

Note: The bidders to note that, in the event of un-acceptable deviations, if any, the bid shall be liable for rejection. Bidders is discouraged to deviate from bid condition, specifications, delivery schedules, commercial terms as per the tender document,

Duly authorized to sign this authorization on behalf of:  
 [insert complete name of Tenderer]

Dated on \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ [insert date of signing]

**Form – 7: Information regarding Litigation  
[to be executed on bidder’s letter head]**

The information has to be submitted as per following format:

Other party/ies	Port	Cause of dispute	Amount	Remarks involved showing present status

Duly authorized to sign this authorization on behalf of:  
[insert complete name of Tenderer]

Dated on \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ [insert date of signing]

<p><b>Form – 8: Completed Similar Works in last 07 years</b>  <b>[to be executed on bidder’s letter head]</b></p>
---

Total value of completed similar as defined in the Tender Documents during last 07 years as per following format:

Name of work	Year	Name of Party	Address of Party	Value of Contract

Supporting documents, viz. successful completion certificates from clients, other documentations to substantiate the similarity of work as per definition of “similar works”. Employers reserve the right to verify the information.

**Form – 9: Existing commitments and on-going works  
[to be executed on bidder’s letter head]**

Description of work	Place and state	Contract no. and date	Name and address of Port or dept.	Value of contract	Stipulated period of completion	Value of remaining work to be completed	Anticipate date of completion

**Form – 10: Bank Details for E-Payment  
[to be executed on bidder's letter head]**

a.	Name of Party	
b.	Account Number	
c.	Bank Name	
d.	Branch Name	
e.	Branch Station	
f.	IFSC Code of the Bank	
g.	Contact Number of Bank	
h.	Type of Account	Saving / Current
i.	MICR Code	
j.	Accepted for	NEF Payment / RTGS Payment

Note: Copy of cancelled cheque to be enclosed

Declaration by the party:

I/We hereby declare that the above information furnished by me is correct and DPT is requested to pay my/our dues to this account for this work is concerned.

Signature of the party with the seal

**Form No. 11: CERTIFICATE / UNDERTAKING**  
**[to be executed on party's letter head]**

- (1) This is to certify that we M/s. \_\_\_\_\_ have not been banned/blacklisted by any Government Agency or PSUs.
- (2) It is to undertake that the documents submitted by us in support of our credential are genuine and DPT is at liberty to take any action against us, if the said documents are found to be non-genuine.
- (3) It is to undertake that we will comply to the specifications of the work including terms and conditions in total without any deviation.

**Form – 12: Integrity Pact Form**  
**[to be executed on non-judicial stamp paper]**  
**[duly sealed and signed on each page]**

**NOT APPLICABLE**

**Form – 13: Manufacturer’s Authorization**

*[The Tenderer shall require the Manufacturer’s Authorization to fill in this Form in accordance with the instructions indicated. This letter of authorization should be on the letter head of the Manufacturer and should be signed by a person with the proper authority to sign documents that are binding on the Manufacturer. The Tenderer shall include it in its Tender, if so indicated in the TIS. Employer / Board is Authorised to verify the facts and genuineness of the Information provided by the Tenderer, directly with the Manufacturer]*

Date: [insert date (as day, month and year) of Tender submission]

Tender No. : [insert number of tendering process]

To: [insert complete name of Port]

(v) WHEREAS

We *[insert complete name of Manufacturer]*, who are official manufacturers of *[insert type of goods manufactured]*, having factories at *[insert full address of Manufacturer’s factories]*, do hereby authorize *[insert complete name of Tenderer]* to submit a Tender the purpose of which is to provide the following Goods, manufactured by us *[insert name and or brief description of the Goods]*, and to subsequently negotiate and sign the Contract.

We hereby extend our full guarantee and warranty in accordance with Clause 27 of the General Conditions of Contract, with respect to the Goods offered by us.

*Signed: [insert signature(s) of authorized representative(s) of the Manufacturer]*

*Name: [insert complete name(s) of authorized representative(s) of the Manufacturer]*

*Title: [insert title]*

Duly authorized to sign this Authorization on behalf of: *[insert complete name of Tenderer]*

Dated on \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ *[insert date of signing]*

**Form -14: Specimen Letter of Authority from Bank for all BGs  
(to be executed on Bank's letter head)**

To,

Chief Operations Manager,  
Off-Shore Oil Terminal Department,  
Deendayal Port Authority,  
Vadinar – 361010

Sub: Our Bank Guarantee No. \_\_\_\_\_ dated \_\_\_\_\_ for Rs. \_\_\_\_\_  
favoring yourselves issued on a/c of M/s. \_\_\_\_\_.

Sir,

We confirm having issued the above mentioned guarantee favouring yourselves,  
issued on account of M/s. \_\_\_\_\_ validity for expiry upto date  
\_\_\_\_\_ and claim expiry date upto \_\_\_\_\_.

We also confirm 1) \_\_\_\_\_ 2) \_\_\_\_\_ is/are empowered  
to sign such Bank Guarantee on behalf of the Bank and his/their signatures is/are binding  
on the Bank.

Seal, Name & signature of Bank Officer

**Form – 15: Letter of Acceptance**

No. OOT/\_\_\_\_\_/\_\_\_\_\_

Date: \_\_\_\_\_

To: \_\_\_\_\_  
(Name & address of contractor)

Sub: \_\_\_\_\_  
Ref: Your bid dated \_\_\_\_\_ and list of correspondence with the bidders.

Dear Sir,

This is to notify you that your price bid opened on \_\_\_\_\_ for execution of the work “ \_\_\_\_\_”, as given in the instruction to bidders) for the Contract Price of Rs. \_\_\_\_\_ (amount in words and figures) as corrected and modified in accordance with the Tender Documents is hereby accepted by the competent authority of Deendayal Port Authority.

You are hereby requested to furnish performance guarantee, for an amount of Rs. \_\_\_\_\_ (amount in words and figures) within {21} days of the issue of this letter of acceptance valid upto {28} days from the date of completion/obligation/ expiry of taking over certificate subject to removal of defects period, if any i.e. upto \_\_\_\_\_ and also sign the contract agreement within {21} days of the receipt of this letter of acceptance, failing which action as stated in the tender document will be taken.

Detailed Work Order will follow.

Please acknowledge receipt.

Yours faithfully,

Chief Operations Manager  
Deendayal Port Authority, OOT Vadinar

**Form – 16: Bank Guarantee for Performance Guarantee/Security Deposit  
(to be executed on non-judicial stamp paper)**

(The bank, as requested by the successful Tenderer, shall fill in this form in accordance with the instructions indicated)

1. In consideration of the Board of Trustees of the “Deendayal Port Authority” incorporated by the Major Port Authority Act, 2021 (herein after called “The BOARD”) which expression shall unless excluded by or repugnant to the context or meaning therefore be deemed to include the Board of Trustees of the Port of Deendayal Port Authority, its successors and assigns) having agreed to exempt \_\_\_\_\_ (name of contractor/s) (herein after called the “Contractor”).
2. From the demand under the terms and conditions of the contract, vide \_\_\_\_\_’s (Name of department) letter no. \_\_\_\_\_ dated \_\_\_\_\_ made between the contractor and the Board for execution of \_\_\_\_\_ covered under Tender No. \_\_\_\_\_ dated \_\_\_\_\_ (hereinafter called “the said contract”) for the payment of Performance Guarantee in cash or Lodgement of Government Promissory Loan Notes for due fulfillment by the Said Contractor of the terms and conditions of the said Contract, on production of a Bank Guarantee for Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_) only we, the (Name of Bank and Address) \_\_\_\_\_ (hereinafter referred to as “the Bank”) at the request of the Contractor do hereby undertakes to pay to the Board an amount not exceeding Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_) only against any loss or damage caused to or suffered or which would be caused to or suffered by the Board by reason of any breach by the Contractor of any of the terms and conditions of the said contract.
3. We, (Name of Bank), (Name of Branch), do hereby undertake to pay the amounts due and payable under this guarantee without any demur merely on a demand from the Board stating that the amount claimed is due by way of loss or damage caused to or which would be caused to or suffered by the Board by reason of any breach by Contractor of any of the terms and conditions of the said contract or by reason of the Contractor’s failure to perform the said contract. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this Guarantee. However, our liability under this guarantee shall be restricted to any amount not exceeding Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only).
4. We, (Name of Bank and Branch), undertake to pay the Board any money so demanded notwithstanding any dispute or disputes raised by the Contractor in any suit or proceeding pending before any Court or Tribunal relating thereto our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be valid discharge of our liability for payment there under and Contract(s) shall have no claim against us for making such payment.
5. We, (Name of Bank and Branch) further agree with the Board that the guarantee herein contained shall remain in full force and effect during the period that would be taken for performance of the said contract and that it shall continue to be enforceable till all the dues of the Board under or by virtue of the said contract have been fully paid and its claims satisfied or discharged or till the EMPLOYER certifies that the terms and conditions of the said contract have been fully and properly carried by the

said Contractor and accordingly discharged this guarantee. PROVIDED HOWEVER that the Bank shall at the request of the Board but at the cost of the Contractors, renew or extend this guarantee for such further period or periods as the Board may require from time to time.

6. We, (Name of Bank and Branch) further agree with the board that the board shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said contract or to extend the time of performance by the said Contractor from time to time or to postpone for any time or from time to time any of the power exercisable by the Board against the said Contractor and to forebear or enforce any of the terms and conditions relating to the said contract and we shall not be relieved from our liability by reason of any such variation or extensions being granted to the Contractor or for any forbearance, act or omission on the part of the Board or any indulgence shown by the Board to the Contractor or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.
7. This guarantee will not be discharged due to the change in the constitution of the Bank or the Contractor(s).
8. It is also hereby agreed that the Courts in Jamnagar/Vadinar would have exclusive jurisdiction in respect of claims, if any, under this Guarantee.
9. We, \_\_\_\_\_ Bank lastly undertake not to revoke this guarantee during its currency except with the previous consent of the Board in writing.
10. Notwithstanding anything contained herein:
  - (i) Our liability under this Bank Guarantee shall not exceed Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_).
  - (ii) This Bank Guarantee shall be valid up to \_\_\_\_\_; and
  - (iii) We are liable to pay the guarantee amount or any part thereof under this Bank Guarantee only and only if you serve upon us a written claim or demand on or before \_\_\_\_\_ (date of expiry of guarantee).

For (Name of Bank) Signature  
Date \_\_\_\_\_ day of \_\_\_\_\_ 201\_\_\_\_\_

**Form – 17: Work Order**

No. OOT/\_\_\_\_\_/\_\_\_\_\_

Date: \_\_\_\_\_

To: \_\_\_\_\_  
(Name & address of contractor)

Sub: \_\_\_\_\_.

Ref: Letter of Acceptance No. \_\_\_\_\_ dated \_\_\_\_\_.

Sir,

Pursuant to your furnishing the requisite Security and signing of the contract for execution of the work “ \_\_\_\_\_  
\_\_\_\_\_ ”, you are hereby instructed to proceed with the execution of the said work w.e.f. \_\_\_\_\_ in accordance with the contract documents.

Thanking you,

Yours faithfully,

Executive Engineer (Civil),  
Deendayal Port Authority, OOT, Vadinar

**Form – 18: Final Acceptance Letter**  
**(to be executed by DPT on non-judicial stamp paper provided by the party)**

No. OOT/\_\_\_\_\_/\_\_\_\_\_

Date: \_\_\_\_\_

To: \_\_\_\_\_  
(Name & address of contractor)

Sub: \_\_\_\_\_

Sir,

With reference to your tender dated \_\_\_\_\_, wherein you have agreed to carry out the subject work for Rs. \_\_\_\_\_ (amount in figure and words) inclusive of all taxes for the subject work excluding GST, has been accepted to the specification and condition etc. accompanied with the said tender.

A copy of accepted schedule of quantities and rates together with one terms and conditions has already been forwarded to you.

Yours faithfully,

Chief Operations Manager,  
Deendayal Port Authority, OOT, Vadinar

**Form – 19: Agreement for execution of work  
(to be executed on non-judicial stamp paper)**

1. This agreement made of this \_\_\_\_\_ day of \_\_\_\_\_ Two Thousand Eighteen between the Board of Trustees of the Deendayal Port Authority, a body corporate under Major Ports Authority Act, 2021 having its registered office at Administration Office Building at Gandhidham (Kutch) (hereinafter called the 'Board' which expression shall unless excluded by or repugnant to the context, be deemed to include their successors in office) of the one part and \_\_\_\_\_ (Name and address of all the partners if a partnership with all their address) hereinafter called the 'Contractor' which expression shall unless excluded by or repugnant to the context be deemed to include his / their heirs, executors, administration, representatives and assignees or successors in office of the other part.
  
2. WHEREAS the Board is desirous of carrying out the work of \_\_\_\_\_ and whereas the Contractor has offered to execute and complete such work.
  
3. WHEREAS the Contractor has deposited a sum of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only) as security deposit in the form of \_\_\_\_\_ and/or agreed to deposit the security deposit as follows for the due fulfillment of all the conditions of the contract.
  - (a) Rs. \_\_\_\_\_ paid through NEFT/RTGS towards earnest money to be treated as Security Deposit.
  - (b) Balance amount of Rs. \_\_\_\_\_ to be recovered from the work bills.
  
4. NOW THIS AGREEMENT WITHINNESS AS FOLLOWS:
  - A. In this agreement words and expression shall have the same meaning as are respectively assigned to them in the general condition (including special conditions, if any) of contract hereinafter referred to.
  - B. The following documents shall be deemed to form and read as construed part of this agreement viz.:
    - (i) Notice inviting tender.
    - (ii) Technical specifications.
    - (iii) Special conditions of contract.
    - (iv) Tender submitted by the Contractor.
    - (v) Any correspondence made between the Executive Engineer and the Contractor after opening of the cover-I—as regards to contain clarifications/details called for vice versa.
    - (vi) Common terms and conditions offered to Contractor and their acceptance including confirmation to withdrawal of their own terms and conditions offered with the tender i.e 'Cover-I'.
    - (vii) Bank Guarantee for security deposit.
  
5. The Contractor hereby covenants with the Board to complete the work of \_\_\_\_\_ in conformity in all respects, with the provisions of the contract.

6. The Board hereby covenants to pay the Contractor in consideration of such completion of the works, the contact price of Rs. \_\_\_\_\_ [Rupees \_\_\_\_\_ only] at the time and in the manner prescribed of the contract.
7. IN WITNESS WHERE of the parties here unto have set their hands and seals the day and year first above written signed and sealed by the Contractor in the presence of:-

Witness

1. Name & Address \_\_\_\_\_

Signature of Contractor  
With Seal

2. Name & Address \_\_\_\_\_

Signed, sealed and delivered by Shri \_\_\_\_\_ on behalf of the Board in presence of

1. \_\_\_\_\_

2. \_\_\_\_\_

Chief Operations Manager  
Deendayal Port Authority

The common seal of the Board of Trustees of the Port of Deendayal affixed in the presence of:

Secretary  
Deendayal Port Authority

**Schedule “B”**  
**TENDERING FORM**  
**PRICE SCHEDULE FORMS**

Rate to be quoted for providing new item / equipment to be delivered at site, including installation / commissioning as per specifications mentioned in the Section – V in online system.

Note:

1. The prices of all items/equipment shall be including of all applicable taxes and duties up to the delivery at site. However, for Customs / Excise Duty, DPT has Exemption Certificate which may be availed by the Bidder & benefit may be passed-on to DPT.
2. Rates and information furnished under this Schedule shall also be considered for price evaluation and comparison. Only for the purpose of price evaluation and comparison, the total amount of this schedule shall be considered.
3. The additional requirement of any item/equipment under this schedule shall be decided by the Employer in consultation with the Oil Spill Response Coordination Committee.
4. The Deendayal Port Authority, OOT, Vadinar is an ISPS code compliant port and the personnel engaged by the Contractor (for testing & commissioning) shall strictly comply with the ISPS code procedures and regulations. The Contractor is solely responsible for the antecedence of the personnel engaged by him and if required, shall produce necessary clearance from the Police / CISF.
5. The contractor shall follow the Regulations of the Customs and if necessary, shall get necessary Customs clearance for the persons to be employed by him.
6. The contractor shall arrange for their Harbour entry Pass on payment of necessary charges.

**Signature of Contractor**

**Chief Operations Manager**

DEENDAYAL PORT AUTHORITY, OOT, VADINAR  
TENDER NO. : OOT/ME-WK/NPS/8021

“Supply of Oil Spill Dispersant for Deendayal Port Authority, Vadinar”

**PART - II**

**SECTION – V**

**SUPPLY REQUIREMENTS**

***LIST & SPECIFICATIONS OF OIL SPILL RESPONSE EQUIPMENTS***

GENERAL

- In accordance with the National Oil Spill Disaster Contingency Plan (NOSDCP) all the Ports are required to maintain Tier-I Oil Spill Response (OSR) facilities. Accordingly Deendayal Port Authority (DPA) has to set up and sustain Tier-I (up to maximum spill volume of 700 Tonnes) OSR facilities in Deendayal-OOT, Vadinar Harbour in co-ordination with oil companies operating at these Port.
- It has been decided to procure Tier-I OSR Equipments from the manufacturers / suppliers, who shall be responsible for and governed by all the requirements of this Scope of Facilities, General Conditions of Contract and Special Conditions of contract which will be interpreted in accordance with the contents of this document and all subsequent documents which form a part of contract. In the event of any contradictions in various Parts / Sections of this tender Document, the requirements stated in the sections hereafter, shall prevail.
- These Scope of Supply covers the minimum requirements for the design, manufacture, transportation / shipment, delivery at site (OOT-Vadinar), installation, testing and commissioning as per detailed specifications given in this section.

DEENDAYAL PORT AUTHORITY, OOT, VADINAR  
TENDER NO. : OOT/ME-WK/NPS/8021

“Supply of Oil Spill Dispersant for Deendayal Port Authority, Vadinar”

**SECTION – V: SUPPLY REQUIREMENTS**

Technical Specifications for the OSR equipments intended for combating Tier-I OSR should be limited to as follows:

**Chemical Oil Spill Dispersant Type – II tested by NIO and approved by ICG**

For the safe usage and efficient dispersion of Oil Spills on water, following to be ensured:

1. Dispersant to be approved by Indian Coast Guard for use in both Type 2 [diluted] and Type 3 [neat] form.
2. Dispersant batch supplied should be tested by the manufacturer for its efficiency as per the correct test protocol(s) for dispersants and should meet its minimum required efficiency parameters. Copy of test certificate to be furnished along with supplied batch of dispersant.
3. Caustic alkali and acids should not be used in the manufacturing of the dispersant. To this effect, manufacturer should give an undertaking.
4. Dispersant brand should have been tested to have less than 0.05 ppm of chlorinated hydrocarbon. Copy of test report from any NABL / Internationally accredited Lab should be furnished.
5. Dispersant should be Non Toxic and safe to use.
6. Dispersant should be supplied in brand new 200 – 210 ltrs. Capacity, HMHDPE / High quality steel drums suitable for storage of dispersants.

DEENDAYAL PORT AUTHORITY, OOT, VADINAR  
TENDER NO. : OOT/ME-WK/NPS/8021

“Supply of Oil Spill Dispersant for Deendayal Port Authority, Vadinar”

**PART – III**  
**SECTION – VI**

**GENERAL CONDITIONS OF CONTRACT**

**Definitions**

1.1 The following words and expressions shall have the meanings hereby assigned to them:

- (a) “**Employer**” means the Board of Trustees of Port of “**Deendayal Port Authority**” or its representative *Chief Operations Manager* or any other person or firm nominated by the Employer or as specified in **SCC**.
- (b) “**Contract**” means the Contract Agreement entered into between the Employer and the Contractor, together with the Contract Documents referred to therein, including all attachments, appendices, and all documents incorporated by reference therein.
- (c) “**Contractor**” / “**service provider**” means the natural person, private or government entity, or a combination of the above, whose Tender to perform the Contract has been accepted by the Employer and is named as such in the Contract Agreement or his representative who is duly authorized to deal with the Contract.
- (d) “**Contract Documents**” means the documents listed in the Contract Agreement, including any amendments thereto.
- (e) “**Contract Price**” means the price payable to the Contractor as specified in the Contract Agreement, subject to such additions and adjustments thereto or deductions there from, as may be made pursuant to the Contract.
- (f) “**Day**” means calendar day.
- (g) “**Completion**” means the fulfilment of the supply of Goods and Related Services by the Contractor in accordance with the terms and conditions set forth in the Contract.
- (h) “**Commercial Use**” means, use of Goods, which the contractor contemplates or of which it is commercially capable after enacting at Project site.
- (i) “**GCC**” means the General Conditions of Contract.
- (j) “**Goods**” means all of the commodities, raw material, machinery and equipment, and/or other materials that the

Contractor is required to supply to the Employer under the Contract.

(k) “Employer’s Country” is INDIA.

(l) “Tender means the offer of the Contractor along with all other relevant documents as referred to in the Contract.

(m)“Related Services” means the services incidental to the supply of the goods, such as insurance, installation, training and initial maintenance and other such obligations of the Contractor under the Contract.

(n) “SCC” means the Special Conditions of Contract.

(o) “Subcontractor” means any natural person, private or government entity, or a combination of the above, to whom any part of the Goods to be supplied or execution of any part of the Related Services is subcontracted by the Contractor, under intimation to the Employer.

(p) “The Project Site,” where applicable, means the place named in the SCC and in pursuant to ITT clause 14.6 a (iii) and 14.6 b (ii).

(q) “Engineer” means Employee of Employer or any other person or firm, nominated by the Employer or as specified in SCC.

## **2 Contract Documents**

2.1 Subject to the order of precedence set forth in the Contract Agreement, all documents forming the Contract (and all parts thereof) are intended to be correlative, complementary, and mutually explanatory. The Contract Agreement shall be read as a whole.

## **3 Fraud and Corruption**

3.1 The Employer as well as Tenderers, Contractor, Sub-Contractors and Consultants observe the highest standard of ethics during the procurement and execution of such contracts. In pursuit of this policy, the Employer :

(a) defines, for the purposes of this provision, the terms set forth below as follows:

(i) “corrupt practice” means the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of a public official in the procurement process or in contract execution; and

(ii) “fraudulent practice” means a misrepresentation or omission of facts in order to influence a procurement process or the execution of a contract;

(iii)“collusive practice” means a scheme or arrangement between two or more Tenderers, designed to establish Tender

prices at artificial, non competitive levels; and;

- (iv) “coercive practice” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the procurement process or affect the execution of a contract;
- (b) will black list a firm or individual, including declaring them ineligible, either indefinitely or for a stated period of time, to be awarded, if it at any time determines that they have, directly or through an agent, engaged, in corrupt, fraudulent, collusive or coercive practices in competing for, or in executing. and
- (c) will have the right to require that Contractors to permit the Employer to inspect their accounts and records and other documents relating to the Tender submission and contract performance.

#### **4. Interpretation**

**4.1** If the context so requires it, singular means plural and vice versa.

#### **4.2 Incoterms**

(a) Unless inconsistent with any provision of the Contract, the meaning of any trade term and the rights and obligations of parties there under shall be as prescribed by Incoterms as specified in SCC.

(b) The terms EXW, FOB, CIF and other similar terms, when used, shall be governed by the rules prescribed in the current edition of Incoterms specified in the SCC and published by the International Chamber of Commerce in Paris, France.

**4.3 Entire Agreement:** The Contract constitutes the entire agreement between the Employer and the Contractor and supersedes all communications, negotiations and agreements (whether written or oral) of the parties with respect thereto made prior to the date of Contract.

**4.4 Amendment:** No amendment or other variation of the Contract shall be valid unless it is in writing, is dated, expressly refers to the Contract, and is signed by a duly authorized representative of each party thereto.

#### **4.5 Non waiver**

(a) Subject to GCC Sub-Clause 4.5(b) below, no relaxation, forbearance, delay, or indulgence by either party in enforcing any of the terms and conditions of the Contract or the granting of time by either party to the other shall prejudice, affect, or restrict the rights of that party under the Contract, neither shall any waiver by either party of any breach of Contract operate as waiver of any subsequent or continuing breach of Contract.

(b) Any waiver of a party's rights, powers, or remedies under the Contract must be in writing, dated, and signed by an authorized representative of the party granting such waiver, and must specify the right and the extent to which it is being waived.

**4.6 Severability:** If any provision or condition of the Contract is prohibited or rendered invalid or unenforceable, such prohibition, invalidity or unenforceability shall not affect the validity or enforceability of any other provisions and conditions of the Contract.

**4.7 Employer's Lien:** The Employer shall have lien on and overall or any money that may become due and payable to the contractor under those present and/or also on and over Performance Guarantee lodged under this contract which may become payable to the contractor under the conditions on that behalf herein contained for or in respect of any money of any set of all or any of these moneys or Performance Guarantee against any debit or sum that may become due and payable to the Employer by the Contractor either alone or jointly with another or other and either under this or under any other contracts or transactions of any nature whatsoever between the Employer and the Contractor.

**4.8 Execution:** The contractor / contractors shall and will in consideration of the payment to be made to him / them as hereinafter provided construct, execute, and to the works described in the specifications and in the manner and upon the terms set forth in the specification and in the manner and in accordance with the drawings at the respective rates entered in the Price Schedule in accordance with such other drawings and instructions as may pursuant to the provisions hereinafter contained from time to time be pointed out, furnished and given to him / them by the Employer and / or the Engineer and under the subject to the terms, stipulations and provisions of Contract.

## **5. Language**

5.1 The Contract as well as all correspondence and documents relating to the Contract exchanged by the Contractor and the Employer, shall be written in "ENGLISH". Supporting documents and printed literature that are part of the Contract may be in another language provided they are accompanied by an accurate translation of the relevant passages in the language specified, in which case, for purposes of interpretation of the Contract, this translation shall govern.

5.2 The Contractor shall bear all costs of translation to the governing language and all risks of the accuracy of such translation, for documents provided by the Contractor

## **6. Joint Venture, Consortium or Association**

6.1 If the Contractor is a joint venture, consortium, or association, all of the parties shall be jointly and severally liable to the Employer for the fulfillment of the provisions of the Contract and shall designate one party to act as a leader with authority to bind the

joint venture, consortium, or association. The composition or the constitution of the joint venture, consortium, or association shall not be altered without the prior consent of the Employer.

## **7. Eligibility**

7.1 A Contractor or Subcontractor shall be deemed to have the nationality of a country if it is a citizen or constituted, incorporated, or registered, and operates in conformity with the provisions of the laws of that country.

## **8. Notices**

8.1 Any notice given by one party to the other pursuant to the Contract shall be in writing to the address specified in the SCC. The term “in writing” means communicated in written form with proof of receipt.

8.2 A notice shall be effective when delivered or on the notice’s effective date, whichever is later.

## **9. Governing Law**

9.1 The Contract shall be governed by and interpreted in accordance with the laws of India, unless otherwise specified in the SCC.

9.2 Dock Safety: For the work carried out within dock area in the vicinity of any wharf or quay, the contractors shall abide by all the provisions of the Dock Workers (Safety, Health & Welfare) Regulation 1990.

9.3 Labour / Minimum wages

- a) The contractor or his sub-contractors shall not employ a young child who has not completed his fifteenth year of age. He / They shall also not employ an adolescent who has not completed his eighteenth year unless he is certified fit for the work as an adult as prescribed under Clause (b) of sub-section (2) of section 69 of the Factories Act, 1948.
- b) The contractor or his sub-contractors shall also see that all the provisions set forth under the Minimum Wages Act as amended from time to time are fully complied with by him / them and shall maintain necessary registers and records for payment of wages, overtime, etc. made to his / their workmen as required by the Conciliation Officer (Central), Ministry of Labour, Government of India or such authorised persons appointed by Central or State Government.
- c) The contractor / contractors shall also see that the provisions regarding employment of young persons covered by the Employment of Children Act, 1938 and the Factories Act, 1948 as amended from time to time shall be fully complied with.
- d) Notwithstanding anything herein contained the contractor shall comply with all the provisions of the contract labour (Regulation and Abolition) Act, 1970 and Rules and Regulations made there under as amended from time to time if applicable.

- e) The rates quoted by the contractors in the Price Schedule shall be deemed to include expenses whatsoever that the contractor may be required to incur for compliance with the provisions of the above Acts.
- f) In pursuance of Section 21 of the above Act and Rule 25(2) (V) (A) framed thereof, the Tenderers should note that in cases where the workmen employed by them to perform the same and similar kind of work as the workmen directly employed by the Employer, the wage rate of all category of workmen shall be in accordance with the statement of the Employer's Schedule of Rates revised from time to time. The wage rates in respect of categories of workmen which are not included in the Employer's Schedule shall not be less than those specified in the Schedule of "Fair Wages". The current statement of the Employer's Schedule of Rates is annexed hereto.
- g) The contractor shall make his own arrangements for the engagement of all labour, preferably local.
- h) The Contractor shall also comply fully with the provisions of the payment of Wages Act, 1936.
- i) If any enhancement in the rates of Wages become payable as a result of the implementation of the Chief Labour Commissioner's interpretation of the Contract Labour [Regulations and Abolitions] Central Rules, 1971 including an increase of the Wages, the same shall be borne by the contractor / contractors. The contractor shall be responsible for the observance by his sub-contractors, of the foregoing provisions / precautions.
- j) The contractor shall make necessary arrangements for the representative of the Employer and / or his representative to witness the payment made by the Contractor to his labourers. The contractor shall also submit periodical returns of labour employed by him and wages paid, to the Employer's representatives.

#### 9.4 Fair wages:

- (a) The contractor shall pay the labourer engaged by him on the work not less than fair wages which expression shall mean whether for time or piece work the respective rates of wages as fixed by the Central Public Works Department as Fair Wages payable to the different categories of labourers. However, subject to the other provisions of any other law for the time being in force in the country, the minimum rates of wages for any person / persons below 18 years of age and for disabled persons be 70% respectively of the rates payable to adult workers of the appropriate category.
- (b) The Contractor shall notwithstanding the provision of any contract to the contrary cause to be paid in fair wages to the labourers directly engaged on the works including any labour engaged by the sub-contractors in connection with the said

work, as if the labourer had been immediately employed by him.

(c) Display of notices regarding wages, etc.: The Contractor shall, before he commences his work of contract, display and correctly maintain and continue to display and correctly maintain in a clean and legible condition at conspicuous places on the work site notices in English and in the local Indian language spoken by the majority of the workers stating therein the rates of wages which have been fixed as fair wages and the hours of work for which such wages are earned and send a copy of such notices to the Employer.

(d) Wages book and wage slips

The contractor shall maintain:

X) A wage book of each worker in such forms as may be convenient but the same shall include the following particulars:-

i) Rate of daily or monthly wages.

ii) Nature of work on which employed.

iii) Total No. of days worked during each wage period.

iv) Total amount payable for the work during each wage period.

v) All deductions made from the wages with an indication in each case of the ground for which the deductions are made.

vi) Wages actually paid for each wage period.

Y) A Wage slip for each worker employed on work provided that the Employer may grant exemption from the maintenance of the wage slips, if in his opinion not more than 19 persons are likely to be employed directly or indirectly on the work but in any case he will have to maintain wage books as specified in Clause.

(e) Preservation of books and slips

The wage books and the wage slips shall be preserved for a period of not less than 12 months after the date of last entry made in it.

(f) Inspection of books and slips

The contractor shall allow inspection of the aforesaid wage books and wage slips to any of his workers or to an agent at a convenient time and place after due notice is received to the Employer or any other person authorised by him on his behalf.

(g) Powers of the Employer to make Investigation / enquiries

The Employer or any other person authorised by him on his behalf shall have power to make enquiries with a view to ascertaining the enforcement due and proper observance of the "Fair Wages Clause". He shall also have the power to investigate into any complaint regarding any default made by the contractor or sub-contractor in regard to such provision.

The Employer shall have the right to deduct from the money due to the contractor any sum required or estimated to be

required for making good the loss suffered by a worker or workers by reason of non-payment of the aforesaid fair wages, except on account of any deductions that may be permissible under any law for the time being in force.

(h) Representation of parties

a) A worker shall be entitled to be represented in any investigation or enquiry under this clause by:

i) An Officer of registered Trade Unions of which he is a member.

ii) Any Officer of Federation of Trade Union to the Trade Union referred to in the previous sub-clause is affiliated.

iii) Where the worker is not a member of any registered Trade Union, or of any approved Trade Union by an Officer of a registered Trade Union connected with industry in which the worker is employed.

b) An employer shall be entitled to be represented in any investigation or enquiry under these regulations by an officer of an Association of Employers' of which he is a member.

c) No party shall be entitled to be represented by a legal practitioner in any investigation or enquiry under these regulations.

**9.5 Workmen compensation**

The contractor shall indemnify the Employer in the event of the Trustees being held liable to pay compensations for injury to any of the contractor's servants or workmen under the Indian Workmen's Compensation Act, 1923 as amended from time to time and shall take out an Insurance Policy covering all risks under the Act and shall keep the same renewed from time to time as necessary for the duration of the contract and produce the same to the Employer On Demand whenever so required.

- 10. Settlement of Disputes** 10.1 The Employer and the Contractor shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract.
- 10.2 If, after twenty-eight (28) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the Employer or the Contractor may give notice to the other party of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given. Any dispute or difference in respect of which a notice of intention to commence arbitration has been given in accordance with this Clause shall be finally settled by arbitration. Arbitration may be commenced prior to or after delivery of the Goods under the Contract. Arbitration proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.
- 10.3 Notwithstanding any reference to arbitration herein,
- (a) the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree; and
  - (b) the Employer shall pay the Contractor any amount due the Contractor .
- 11.Scope of Supply** The Goods to be supplied / provided shall be as specified in the Schedule of Requirements.
- 12. Delivery and Documents** Subject to GCC Sub-Clause 32.1, the Delivery of the Goods shall be in accordance with the Delivery and Completion Schedule specified in the Schedule of Requirements. The details of shipping and other documents to be furnished by the Contractor are specified in the SCC to the Address specified in accordance with GCC clause 8.1. The Goods and related services shall be delivered to the Project site in accordance with ITT clause 14.6
- 13. Contractor's Responsibilities** 13.1 The Contractor shall supply all the Goods included in the Scope of Supply in accordance with GCC Clause11, and the Delivery and Completion Schedule, as per GCC Clause12.
- 13.2 Phasing of work :  
The contractor will be required to furnish a phased programme of the works as to how he intends to complete the work to the Employer immediately on receipt of the work order and to proceed with the preliminary preparations. The contractor shall indicate separate definite times for completion of various parts of the work. He will be required to adhere to such programme so as to complete the entire work within the stipulated completion period. Within fifteen days from the receipt of acceptance of offer letter, the successful Tenderer / contractor shall submit a detailed computerised squared network chart [PERT / CPM Chart] with month wise milestones indicating

clearly the physical and financial progress of the work free of cost to the Employer. The Employer will monitor the progress of work in accordance with the chart so submitted. Should there be any sort of delay attributed to any reason whether on part of this Employer or on the Contractor, the contractor shall make available a revised squared Network Chart PERT / CPM with original actual scheduled dates and fresh revised dates separately for each milestone as and when requested by the Employer free of cost. This arrangement will continue till the deliveries, erection and commissioning are enacted and the contract work completed. The PERT / CPM chart should be computerised and easily reproducible / modified. The soft copy of the PERT / CPM network should also be made available to the Employer free of cost along with the prints of the chart.

**14. Contract Price** Prices charged by the Contractor for the Goods supplied shall not vary from the prices quoted by the Contractor in its Tender, with the exception of any price adjustments authorized in the SCC.

Normally no variable rates in the Price Schedule will be entertained. However, if any Tenderer insists on such provision whereby variations in costs of controlled materials only over or under certain basic rates are intended to be on Employer's account, all such basic rates should be submitted with the tender. A suitable clause will then be inserted in the Formal Agreement mentioned in ITT Clause 43 whereby the successful Tenderer shall be required to obtain prior written approval of the Engineer for any expenditure against which the Employer may become liable for extra payment, shall be required to submit to the Engineer such periodical statements and documentary evidence as may be directed by him from time to time. The books of the successful Tenderer shall be open for inspection by a responsible officer of the Employer. Variation in the rates of other materials and labour will not be entertained.

**15. Terms of Payment**

15.1 The Contract Price [including any Advance Payments, if applicable], shall be paid as specified in the SCC.

15.2 The Contractor's request for payment shall be made to the Employer in writing, accompanied by invoices describing, as appropriate, the Goods delivered and Related Services performed, and by the documents submitted pursuant to GCC Clause 12 and upon fulfillment of all other obligations stipulated in the Contract.

15.3 Payments shall be made promptly by the Employer, but in no case later than Twenty Eight days after submission of an invoice and other relevant Documents / certificates and on request for payment by the Contractor and after the Employer has accepted it.

15.4 The currencies in which payments shall be made to the Contractor under this Contract shall be those in which the Tender price is expressed. The Tenderer shall indicate in the tender any foreign exchange commitments involved in his offer.

15.5 The Contractor shall note that no interest be payable by the Employer on Retention Money or for any Delayed Payments unless otherwise stipulated in **SCC**.

15.6 According to the provisions of the Income Tax Act, as amended by Section 28 of the Finance Bill, 1972, **an amount equal to 2% of the sum payable and surcharge of 10% thereon or any rate as applicable as per Tax laws as on the date of payment**, under the contract will be deducted from each bill as Income Tax on income comprised therein or at the time of payment thereof in cash or by issue of cheque or demand draft or by any other mode, whichever is earlier. For purpose of this deduction gross amount of the bill after deduction only of the amount of rebate for prompt payment, if any, will be taken into account. The amount on which the tax is to be deducted will be rounded off to the nearest multiple of ten rupees and any paise included in the amount will be ignored and if the last figure in the amount is less than five rupees it will be reduced to next lower amount which will be multiple of ten, but if the last figure in the amount is five rupees or more, the amount will be a multiple of ten. The Amount of tax will be rounded off to the nearest rupee, and fifty paise will be ignored. Any stipulation by the Tenderers that Income Tax so deductible from the bills should be borne by the Employer will result in the summary rejection of his tender.

15.7 Further an amount equal to 2% of the Income Tax and Surcharge thereon will be deducted towards Education Cess from each bill. These percentages towards TDS are subjected to change as per the Policies of Government of India. The actual Percentages shall be used at the time of Payment of Contractor's Bills.

15.8 No payment of any bills or any advances will be made till the stamped acceptance letter /the contract agreement is executed and the PERT / CPM chart indicating various activities, events, month wise milestones, scheduled contractual completion periods for each activity is furnished.

## **16. Taxes and Duties**

16.1 For Goods manufactured outside India, the Contractor shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside India.

16.2 For goods Manufactured within India, the Contractor shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted Goods to the Employer at Project site.

16.3 If any tax exemptions, reductions, allowances or privileges may be available to the Contractor in India, the Employer shall use its best efforts to enable the Contractor to benefit from any such tax savings to the maximum allowable extent but not mandatory on the part of Employer and as Specified in **SCC**. If any tax exemptions, reductions, allowances or privileges may be available to the

Contractor in India, the Employer shall have a claim on such exemptions. The contractor shall quote his prices by considering all such exemptions.

16.4 The final rates required to be quoted by the Tenderer against each item should include Excise Duty, Central Sales Tax, Value Added Tax, Octroi, Customs Duty or any other such duty or tax which is payable by the Tenderer. Value Added Tax and General Taxes shall be shown separately in the column spaces provided. In case of Tenderers who do not show the amount of Value Added Tax and General Taxes separately as required under the tender it will be the liability of the Tenderer to pay the tax or amount which may become payable due to this contract unless stipulated otherwise. This amount shall be recovered from the contractor and if they fail to pay the same, the Employer shall have the right to recover the same from the contractor's bill and / or deposit.

**17. Performance Guarantee**

17.1 As specified in the SCC, the Contractor shall, within twenty-eight (28) days of the notification of contract award, provide a performance guarantee for the performance of the Contract in the amount specified in the SCC.

17.2 The proceeds of the Performance Guarantee shall be payable to the Employer as compensation for any loss resulting from the Contractor's failure to complete its obligations under the Contract.

17.3 As specified in the SCC, the Performance Guarantee, if required, shall be denominated in the currency (ies) of the Contract, or in a freely convertible currency acceptable to the Employer; and shall be in one of the format stipulated by the Employer in the SCC, or in another format acceptable to the Employer.

17.4 The Performance Security shall be discharged by the Employer and returned to the Contractor not later than Fourteen (14) days following the date of Completion of the Contractor's performance obligations under the Contract, including any warranty obligations, unless specified otherwise in the SCC.

**18. Copyright**

18.1 The copyright in all drawings, documents, and other materials containing data and information furnished to the Employer by the Contractor herein shall remain vested in the Contractor, or, if they are furnished to the Employer directly or through the Contractor by any third party, including Contractor s of materials, the copyright in such materials shall remain vested in such third party.

**19. Confidential Information**

19.1 The Employer and the Contractor shall keep confidential and shall not, without the written consent of the other party hereto, divulge to any third party any documents, data, or other information furnished directly or indirectly by the other party hereto in connection with the Contract, whether such information has been furnished prior to, during or following completion or termination of the Contract. Notwithstanding the above, the Contractor may

furnish to its Subcontractor such documents, data, and other information it receives from the Employer to the extent required for the Subcontractor to perform its work under the Contract, in which event the Contractor shall obtain from such Subcontractor an undertaking of confidentiality similar to that imposed on the Contractor under GCC Clause 19.

19.2 The Employer shall not use such documents, data, and other information received from the Contractor for any purposes unrelated to the contract. Similarly, the Contractor shall not use such documents, data, and other information received from the Employer for any purpose other than the performance of the Contract.

19.3 The obligation of a party under GCC Sub-Clauses 19.1 and 19.2 above, however, shall not apply to information that:

- (a) now or hereafter enters the public domain through no fault of that party;
- (b) can be proven to have been possessed by that party at the time of disclosure and which was not previously obtained, directly or indirectly, from the other party; or
- (c) otherwise lawfully becomes available to that party from a third party that has no obligation of confidentiality.

19.4 The above provisions of GCC Clause 19 shall not in any way modify any undertaking of confidentiality given by either of the parties hereto prior to the date of the Contract in respect of the Supply or any part thereof.

19.5 The provisions of GCC Clause 19 shall survive completion or termination, for whatever reason, of the Contract.

**20.Subcontracting** Not Applicable

**21.Specifications and Standards** 21.1 Technical Specifications and Drawings

- (a) The Goods supplied under this Contract shall conform to the technical specifications and standards mentioned in Section V, Schedule of Requirements and when no applicable standard is mentioned, the standard shall be equivalent or superior to the official standards whose application is appropriate to the Goods' country of origin.
- (b) The Contractor shall be entitled to disclaim responsibility for any design, data, drawing, specification or other document, or any modification thereof provided or designed by or on behalf of the Employer, by giving a notice of such disclaimer to the Employer.
- (c) Wherever references are made in the Contract to codes and standards in accordance with which it shall be executed, the edition

or the revised version of such codes and standards shall be those specified in the Schedule of Requirements. During Contract execution, any changes in any such codes and standards shall be applied only after approval by the Employer and shall be treated in accordance with GCC Clause 32.

21.2 In case the contractor fail to Supply the said materials as herein provided or in case he / they shall fail to replace any parts of any materials that may be rejected as herein provided with other of approved quantity within two weeks from the date of such rejection, the Engineer shall be at liberty forthwith to procure and obtain the same in the open market and the cost thereof and all expenses thereby incurred shall be charged to the contractor or the Engineer may fix such other subsequent date or dates as he may think fit by which the delivery of the said material shall be completed. If the rejected materials be not forthwith removed, the Engineer shall be at liberty to charge ground rent for such time as the material shall lie on the site to lift the materials and keep a watchman at night or remove the materials to less inconvenient site [charging rent for new site] and all expenses thereby incurred in connection with the rejected materials shall be charged to the contractors.

Explanation: The work “all expenses thereby incurred” shall include a minimum charge of seven and a half (7½) percent in all cases of default which may be raised to a maximum of 15% in special cases at the discretion of the Engineer.

21.3 If during the progress of the work, the Employer and/or the Engineer shall decide and notify in writing to the contractor that contractor has executed any unsound or imperfect work, or has supplied anything inferior in quality to that specified, the deficiencies shall at his own expenses, within seven days of his receiving the notice or otherwise within such time as may be reasonably necessary for making it good, proceed to alter, reconstruct or remove such work, or Supply fresh materials upto the standard of the specifications

21.4 The specifications and drawings are to be considered as explanatory to each other and should anything appear in the one that is not described in the other no advantage shall be taken of any such omission. Should any discrepancies or inconsistencies however appear or should any misunderstanding arise as to the meaning and import of these specifications or drawings or as to the dimensions or the quality of the materials or due to proper execution of the works as to the measurements or quality and valuation of the works executed under this contract or as extras thereupon the same shall be explained by the Employer and/or his representatives whose explanation shall be final and binding upon the contractor / contractors who shall execute the work according to such explanation and also to liaise with the inspecting agency at the

manufacturing site and point of delivery site and without extra charge or deduction to or from the price specified in Price schedule and shall also do all such works and things as may be necessary for the proper completion of works as implied by the specifications and drawings even though such works and things are not specifically shown and described therein. The Tenderers should visit the site and make themselves thoroughly acquainted with the nature and requirement of work before finalising the designs and detailed Engineering.

## **22. Packing and Documents**

22.1 The Contractor shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the Contract. During transit, the packing shall be sufficient to withstand, without limitation, rough handling and exposure to extreme temperatures, salt and precipitation, and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.

22.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified in the SCC, and in any other instructions ordered by the Employer.

22.3 All works required by the Employer and / or the Engineer to be packed or protected for transportation to India, shall be securely placed and protected by the contractor. Packing cases shall be of a size convenient for shipment and cases containing easily damageable articles shall be bind as specified. The contractor will be held responsible for the inefficiency of the packing and protection.

(a) The cases, crates and packages shall be permanently branded, not painted with the shipping marks. The marking shall be carried out with a view to the mark remaining unobliterated when the consignment reaches destination but as a further precaution, a reproduction, of the shipping marks shall be placed inside each case, crate and packages.

(b) Packages or bundles, which cannot be permanently branded, shall have metal label, with the above particulars stamped or attached to them by strong wire.

## **23. Insurance**

23.1 Unless otherwise specified in the SCC, the Goods supplied under the Contract shall be insured fully against loss or damage incidental to manufacture or acquisition, transportation, storage, and delivery, in accordance with the applicable Incoterms or in the manner specified in the SCC.

23.2 The contractor shall insure with the General Insurance Corporation of India or any other insurance company approved by

IRDA or its branches in appropriate foreign currency, if any, subject to the conditions that the premium will be payable to the corporation in Rupees such materials, tools, plants and things ordered from the works till they are delivered at site and then those for the works may for the time being on site and shall keep them insured in his own name and that of the Employer against destruction or damage by accident, fire, flood and tempests for the full value of such materials, plants and things until the same to be taken over by the Employer under GCC Clause 25 and he shall from time to time, when so, required by the Employer produce the policy and receipt for the premium. All money received under any such policies shall be applied in or towards the reconstruction or preparation of the materials, plant and things destroyed or damaged, but this provision shall not affect the contractor's liabilities under contract.

**24. Transportation** 24.1 Unless otherwise specified in the **SCC**, responsibility for arranging transportation of the Goods shall be in accordance with the specified Incoterms.

24.2 All the material to be imported shall be shipped in Indian Ships only. If this involves undue delay then foreign Ships may be used with prior consent of the Employer.

**25. Inspections Tests, taking over and Commissioning** 25.1 The Contractor shall at its own expense and at no cost to the Employer carry out all such tests and / or inspections of the Goods and Related Services as are specified in the **SCC**.

25.2 The inspections and tests may be conducted on the premises of the Contractor or its Subcontractor, at point of delivery, and/or at the Goods' final destination, or in another place in India as specified in the **SCC**. Subject to GCC Sub-Clause 25.3, if conducted on the premises of the Contractor or its Subcontractor, all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Employer.

25.3 The Employer or its designated representative shall be entitled to attend the tests and/or inspections referred to in GCC Sub-Clause 25.2, provided that the Employer bear all of its own costs and expenses incurred in connection with such attendance including, but not limited to, all travelling and board and lodging expenses or otherwise specified in **SCC**.

25.4 Whenever the Contractor is ready to carry out any such test and inspection, it shall give a reasonable advance notice, including the place and time, to the Employer. The Contractor shall obtain from any relevant third party or manufacturer any necessary permission or consent to enable the Employer or its designated representative to attend the test and/or inspection.

25.5 The Employer may require the Contractor to carry out any test and / or inspection not required by the Contract but deemed necessary to verify that the characteristics and performance of the Goods comply with the technical specifications codes and standards under the Contract, provided that the Contractor's reasonable costs and expenses incurred in the carrying out of such test and/or inspection shall be added to the Contract Price. Further, if such test and/or inspection impedes the progress of manufacturing and/or the Contractor's performance of its other obligations under the Contract, due allowance will be made in respect of the Delivery Dates and Completion Dates and the other obligations so affected unless otherwise specified in SCC.

25.6 The Contractor shall provide the Employer with a report of the results of any such test and/or inspection.

25.7 The Employer may reject any Goods or any part thereof that fail to pass any test and / or inspection or do not conform to the specifications. The Contractor shall either rectify or replace such rejected Goods or parts thereof or make alterations necessary to meet the specifications at no cost to the Employer, and shall repeat the test and / or inspection, at no cost to the Employer, upon giving a notice pursuant to GCC Sub-Clause 25.4.

25.8 The Contractor agrees that neither the execution of a test and / or inspection of the Goods or any part thereof, nor the attendance by the Employer or its representative, nor the issue of any report pursuant to GCC Sub-Clause 25.6, shall release the Contractor from any warranties or other obligations under the Contract.

25.9 The contractor / contractors shall furnish at his / their own cost electrical instruments, tools, measuring tapes and other implements and labour required for the proper setting out of the work and shall set out and be entirely responsible for such setting out. He / They may have obtained the lines and lay outs from the Employer or his representatives and shall at once alter or amend any mistake or deficiencies in such setting out being ordered to do so by the Employer and / or his representatives. The contractor / contractors shall provide all men, materials, appliances and things which the Employer or his representatives may require for measuring or inspecting the work.

25.10 The supply, delivery and installation of the items at site shall be deemed to have been accepted by the Employer when the same shall have been stored and erected on site and the Employer shall have certified in writing that it has fulfilled the contract conditions and such certificates shall not be unreasonably withheld, or shall the Employer delay the issuing of such certificates on account of minor omissions, or defects, which do not affect the commercial use, without any serious risk, of the supplies, provided always that the contractor undertake to make good such omissions and defects at

the earliest possible moment

25.11 In the event of the equipment/plant put into commercial use before the actual completion of works as per the contract, the contractor shall be eligible for Substantial Completion. However, a pre-defined period (say 2 months) shall be granted to the contractor to complete the balance minor works as per the list of pending works as on the date of substantial completion. If the contractor completes all the works within the predefined period, the date of taking over shall be the date of substantial completion. Otherwise, date of taking over shall be date of completion of all works.

25.12 All materials, plant and other things, the Supply of which form the part of the contract work shall on delivery at Project Site become the property of the Employer. All the contractor's materials, brought to and delivered at site for use of the contract works, shall from time of their being so brought, vest in and be the property of Employer and shall be used solely for the purpose of the works and shall not on any account be removed or taken away by the contractor or any other person without the express permission in writing of the Engineer but the contractor shall nevertheless be solely liable or responsible for the loss or destruction thereof or damage which may be caused thereto during the continuance of this contract. Upon the completion of the contract the property, if any, surplus of such materials, shall revert to the contractors or unless they shall be due owing to or accruing or to accrue to the Employer from the contractors any money under, or in respect of or by reason of the contract in which case the Employer shall be at liberty to sell and dispose of such surplus materials as they shall think fit and to apply the proceeds in or towards the satisfaction of such money or moneys so due owing to or accruing or to accrue to them as aforesaid.

25.13 The Goods, whether Installed or not, shall immediately, in consideration of Payment of the First Instalment of the Contract Price to the Contractor by the Employer; provided always that the Contractor shall have a particular possessory lien on the Goods, to the extent the value thereof exceeds the total value of the Instalment Payments made by the Employer to the Contractor.

25.14 Notwithstanding the above provision, the contractor shall be responsible for all damages to and loss of all aforesaid items furnished by the Contractor and any item furnished to the Contractor by the Employer to enable the Contractor to complete the Installation and for all temporary structures facilities and for all parts of the installation completed or in progress until the certificate of final taking over has been issued in accordance with GCC clause 25.10 and 25.11

25.15 If the contractor neglects to make the tests on completion within the time stipulated by the contractor, the Employer shall

nevertheless have the right of using the installations at the contractor's risk until the 'test on completion' are successfully carried out.

25.16 All the contract works until taken over by the Employer in accordance with GCC Clause No.25.10 and 25.11 shall stand at the risk of the contractor who shall be responsible for and make good at his own cost all loss or damage caused by or due to fire, weather or any other cause whatsoever and the contractor shall hand over the contract work complete in every respect at the termination of the Agreement.

25.17 Until the work shall be or be deemed to be taken over as provided in respective Clause, Employer in respect of all injury to any person or damage to any property of the Employer or of other occasioned by the negligence or default of the contractor or his employees, or sub-contractors or of the Employer' employees, if any, working under the contractor's supervision by defective design or work by the non-compliance by the contractor with the terms of this contract.

25.18 The contractor shall indemnify and save harmless the Employer against all actions, suits, demands, claims, costs or expenses arising in connection with injuries suffered by persons employed by the contractor or his sub-contractors on the work including the Employer' employees, if any, working under the contractor's supervision. The contractor shall during the progress of the contract work insure himself and Employer and keep himself and them insured with the Life Insurance Corporation of India or any other insurance company under IRDA or their branches against all liabilities in respect of such injuries to persons employed as aforesaid and shall at all times when required by the Employer produce the policy for such insurance and the receipts for the last premium payable in respect thereof provided that his obligation to insure shall not apply if the Employer has made other proper and adequate provisions to meet all such liability.

25.19 In the event of any claim being made or action brought against the Employer including the contractor and arising out of the matters referred to and in respect of which the contractor is liable under this clause, the contractor shall be promptly notified thereof and he shall with the assistance if he so requires of the Employer but at the sole expense of the contractor conduct all negotiations for the settlement of the same or any litigation that may arise therefrom. In such case the Employer shall at the expense of the contractor afford all available assistance for any such purpose.

25.20 All the works shall be carried out under direction and to the satisfaction of the Employer and / or his representative but the contractor shall be responsible for the correctness of the work according to the drawing, excepting such works as have been

carried out by the Engineer and / or his representative.

**26. Liquidated Damages/ Late Delivery Charges**

26.1 Except as provided under GCC Clause 31 and 33, if the Contractor fails to deliver any or all of the Goods by the Date(s) of delivery or perform the Related Services within the period specified in the Contract, the Employer may without prejudice to all its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to the percentage specified in the SCC of the delivered price of the delayed Goods or unperformed Services for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of the percentage specified in those SCC. Once the maximum is reached, the Employer may terminate the Contract pursuant to GCC Clause 34. Contract price shall be inclusive of price plus all taxes and duties payable for computing Liquidated Damages.

**27. Warranty**

27.1 The Contractor warrants that all the Goods are new, unused, and of the most recent or current models, and that they incorporate all recent improvements in design and materials, unless provided otherwise in the Contract.

27.2 Subject to GCC Sub-Clause 21.1(b), the Contractor further warrants that the Goods shall be free from defects arising from any act or omission of the Contractor or arising from design, materials, and workmanship, under normal use in the conditions prevailing in INDIA.

27.3 Unless otherwise specified in the SCC, the warranty shall remain valid for twelve (12) months after the Goods or any portion thereof as the case may be, have been taken over at the Project Site.

27.4 The Employer shall give notice to the Contractor stating the nature of any such defects together with all available evidence thereof, promptly following the discovery thereof. The Employer shall afford all reasonable opportunity for the Contractor to inspect such defects.

27.5 Upon receipt of such notice, the Contractor shall, within the period specified in the SCC, expeditiously repair or replace the defective Goods or parts thereof, at no cost to the Employer.

27.6 If having been notified, the Contractor fails to remedy the defect within the period specified in the SCC the Employer may proceed to take within a reasonable period such remedial action as may be necessary, at the Contractor's risk and expense and without prejudice to any other rights which the Employer may have against the Contractor under the Contract.

27.7 The expiry period will be effective for a period of five (05) years or as per the norms approved by Indian Coast Guard from the date of acceptance of the material by Deendayal Port Authority.

All inspection, adjustments, replacement or renewal carried out by the contractor during the period referred to in this clause shall be subject to the conditions of this contract which shall be binding on the contractor in all respects during the guarantee and the additional warrantee period.

**28. Patent  
Indemnity**

28.1 The Contractor shall, subject to the Employer's compliance with GCC Sub-Clause 28.2, indemnify and hold harmless the Employer and its employees and officers from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which the Employer may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the Contract by reason of:

- (a) the installation of the Goods by the Contractor or the use of the Goods in the country where the Site is located; and
- (b) the sale in any country of the products produced by the Goods.

Such indemnity shall not cover any use of the Goods or any part thereof other than for the purpose indicated by or to be reasonably inferred from the Contract, neither any infringement resulting from the use of the Goods or any part thereof, or any products produced thereby in association or combination with any other equipment, plant, or materials not supplied by the Contractor, pursuant to the Contract.

28.2 If any proceedings are brought or any claim is made against the Employer arising out of the matters referred to in GCC Sub-Clause 28.1, the Employer shall promptly give the Contractor a notice thereof, and the Contractor may at its own expense and in the Employer's name conduct such proceedings or claim and any negotiations for the settlement of any such proceedings or claim.

28.3 If the Contractor fails to notify the Employer within twenty-eight (28) days after receipt of such notice that it intends to conduct any such proceedings or claim, then the Employer shall be free to conduct the same on its own behalf.

28.4 The Employer shall, at the Contractor's request, afford all available assistance to the Contractor in conducting such proceedings or claim, and shall be reimbursed by the Contractor for all reasonable expenses incurred in so doing.

**29. Limitation of  
Liability**

29.1 Except in cases of criminal negligence or willful misconduct,  
(a) the Contractor shall not be liable to the Employer, whether in contract, transport or otherwise, for any indirect or

consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the Contractor to pay liquidated damages to the Employer and

(b) the aggregate liability of the Contractor to the Employer, whether under the Contract, in tort or otherwise, shall not exceed the total Contract Price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment, or to any obligation of the Contractor to indemnify the Employer with respect to patent infringement.

**30.Change in Laws and Regulations**

30.1 Unless otherwise specified in the Contract, if after the date of 28 days prior to date of Tender submission in accordance with ITT clause 24, any law, regulation, ordinance, order or bylaw having the force of law is enacted, promulgated, abrogated, or changed in the place of India where the Site is located (which shall be deemed to include any change in interpretation or application by the competent authorities) that subsequently affects the Delivery Date and/or the Contract Price, then such Delivery Date and/or Contract Price shall be correspondingly increased or decreased, to the extent that the Contractor has thereby been affected in the performance of any of its obligations under the Contract. Notwithstanding the foregoing, such additional or reduced cost shall not be separately paid or credited if the same has already been accounted for in the price adjustment provisions where applicable, in accordance with GCC Clause 14.

**31.Force Majeure**

31.1 The Contractor shall not be liable for forfeiture of its Performance Security, liquidated damages, or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

31.2 For purposes of this Clause, "Force Majeure" means an event or situation beyond the control of the Contractor that is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of the Contractor. Such events may include, but not be limited to, acts of the Employer in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.

31.3 If a Force Majeure situation arises, the Contractor shall promptly notify the Employer in writing of such condition and the cause thereof. Unless otherwise directed by the Employer in writing, the Contractor shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

**32.Change Orders  
and Contract  
Amendments**

32.1 The Employer may at any time order the Contractor through notice in accordance GCC Clause 8, to make changes within the general scope of the Contract in any one or more of the following:

- (a) drawings, designs, or specifications, where Goods to be furnished under the Contract are to be specifically manufactured for the Employer;
- (b) the method of shipment or packing;
- (c) the place of delivery; and
- (d) the Related Services to be provided by the Contractor

32.2 If any such change causes an increase or decrease in the cost of, or the time required for, the Contractor's performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or in the Delivery/Completion Schedule, or both, and the Contract shall accordingly be amended. Any claims by the Contractor for adjustment under this Clause must be asserted within twenty-eight (28) days from the date of the Contractor's receipt of the Employer's change order.

32.3 Prices to be charged by the Contractor for any Related Services that might be needed but which were not included in the Contract shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the Contractor for similar services.

32.4 Subject to the above, no variation in or modification of the terms of the Contract shall be made except by written amendment signed by the parties.

(a) No extras shall be allowed for unless ordered as such in writing by the EMPLOYER and such extras will be paid for at rates and prices to be agreed upon mutually and upon the certification by the Employer or his Representative.

(b) Any extra expenses in addition to the amount specified in the Price Schedule which may be incurred by The Employer in the performance of the work required owing to the neglect or omission on the part of the contractor / contractors his / their workmen in any of the cases mentioned in this contract shall be deducted from any sums due of which may therefore, become due to the contractor / contractors by the Employer or he / they may be called upon to pay the amount of such extra expenses to such person or persons as the Employer may appoint to receive the same and in the event of the contractor / contractors failing to make such payment the said amount shall be recoverable from him/them in such manner as the Employer may determine.

32.5 The quantities indicted in the Price Schedule are estimated only and are liable to be altered or omitted to the extent in

accordance with ITT clause 41.1 and GCC 32.1. The work shall be measured up to the end of each mile stone by the Employer along with the contractor / contractors or any other person or persons appointed on his / their behalf (TPI), such person / persons not being in the service of the Employer. Should the contractor / contractors or any appointed agent on his / their behalf fails / fail to attend on the day or days, fixed by the Employer (of which three days' notice shall be given) for taking measurement the same shall always be confirmed to actual work and for that alone shall the contractor / contractors be allowed to claim. The several works shall be measured by a standard measure without reference to any local custom that may obtain accepting the contrary may be directed in the specifications.

**33.Extensions of Time** 33.1 If at any time during performance of the Contract, the Contractor or its subcontractors should encounter conditions impeding timely delivery of the Goods or completion of Related Services pursuant to GCC Clause 12, the Contractor shall promptly notify the Employer in writing of the delay, its likely duration, and its cause. As soon as practicable after receipt of the Contractor 's notice, the Employer shall evaluate the situation and may at its discretion extend the Contractor 's time for performance, in which case the extension shall be ratified by the parties by amendment of the Contract.

33.2 Except in case of Force Majeure, as provided under GCC Clause 31, a delay by the Contractor in the performance of its Delivery and Completion obligations shall render the Contractor liable to the imposition of liquidated damages pursuant to GCC Clause 26, unless an extension of time is agreed upon, pursuant to GCC Sub-Clause 33.1.

**34.Termination** 34.1 Termination for Default

(a) The Employer, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Contractor, may terminate the Contract in whole or in part:

(i) if the Contractor fails to deliver any or all of the Goods within the period specified in the Contract, or within any extension thereof granted by the Employer pursuant to GCC Clause 33;

(ii) if the Contractor fails to perform any other obligation under the Contract; or

(iii) if the Contractor, in the judgment of the Employer has engaged in fraud and corruption, as defined in GCC Clause 3, in competing for or in executing the Contract.

(b) In the event the Employer terminates the Contract in whole or in part, pursuant to GCC Clause 34.1(a), the Employer may procure, upon such terms and in such manner as it deems

appropriate, Goods or Related Services similar to those undelivered or not performed, and the Contractor shall be liable to the Employer for any additional costs for such similar Goods or Related Services. However, the Contractor shall continue performance of the Contract to the extent not terminated.

#### 34.2 Termination for Insolvency.

(a) The Employer may at any time terminate the Contract by giving notice to the Contractor if the Contractor becomes bankrupt or otherwise insolvent. In such event, termination will be without compensation to the Contractor, provided that such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to the Employer.

#### 34.3 Termination for Convenience.

(a) The Employer, by notice sent to the Contractor, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Employer's convenience, the extent to which performance of the Contractor under the Contract is terminated, and the date upon which such termination becomes effective.

(b) The Goods that are complete and ready for shipment within twenty-eight (28) days after the Contractor's receipt of notice of termination shall be accepted by the Employer at the Contract terms and prices. For the remaining Goods, the Employer may elect:

(i) to have any portion completed and delivered at the Contract terms and prices; and/or

(ii) to cancel the remainder and pay to the Contractor an agreed amount for partially completed Goods and Related Services and for materials and parts previously procured by the Contractor.

#### 34.4 Liquidation and Re-Entry :

In the event of the contractor / contractors going into liquidation or passing an effective resolution for winding up or upon the contractor / contractors making an arrangement with or assigning in favour of his / their creditors or upon his / their assigning this contract or upon execution being levied on the contractor / contractors goods or upon the EMPLOYER certifying under his hand and in his opinion the contractor / contractors has / have;

i) Abandoned the contract or

ii) Suspended the progress of the work for seven days after receiving from the Employer's written notice to proceed

- without any lawful excuse under conditions, or
- iii) Failed to make proper progress with the work for seven days after receiving from the Employer's written notice to employ more men, or
  - iv) Failed to remove materials from site or pull down the rebuilt work for seven days after receiving from the Employer's written notice that the said materials or works are condemned and rejected by the Employer under GCC Clause 34, of these conditions, or
  - v) Failed to give the Employer proper facilities for inspecting the works or any part of them for three days after receiving from the Employer, written notice demanding the same, or Failed to submit any work or materials to proper test for three days after receiving written notice from the Employer requiring the same, or
  - vi) Failed to complete all or any part of the work by the time or extended time for completion, or
  - vii) Failed to complete all or any part of the work by the time or extended time for completion.

Then the Employer may enter upon the site and works and expel the contractor / contractors there from and may themselves use the material and plant upon the premises for the completion of the work and employ any other contractor / contractors to complete or may themselves complete the work, upon such entry the contract shall be determined save the rights and power conferred upon the Employer hereby. The Employer's certificate under this clause shall be conclusive proof as between the contractor / contractors and Employer of the statement contained in it.

**35. Assignment**

35.1 Neither the Employer nor the Contractor shall assign, in whole or in part, their obligations under this Contract, except with prior written consent of the other party.

**36. Export Restriction**

36.1 Notwithstanding any obligation under the Contract to complete all export formalities, any export restrictions attributable to the Employer, to the country of the Employer, or to the use of the products / goods, systems or services to be supplied, which arise from trade regulations from a country supplying those products / goods, systems or services, and which substantially impede the Contractor from meeting its obligations under the Contract, shall release the Contractor from the obligation to provide deliveries or services, always provided, however, that the Contractor can demonstrate to the satisfaction of the Employer that it has completed all formalities in a timely manner, including applying for permits, authorizations and licenses necessary for the export of the products / goods, systems or services under the terms of the Contract. Termination of the Contract on this basis shall be for the Employer's convenience pursuant to Sub-Clause 34.3.

**37. Site Activities**

37.1 The contractor / contractors shall give the customs, State Government, municipal, police, petroleum, road, railway, and all

other authorities all notices, etc. that may be required by law and obtain all requisite licences for temporary obstructions, transportation, loading and unloading activities, enclosures, and for any other purposes whatsoever and pay all fees, taxes, duties, and charges which may be leviable on account of his / their own operations in executing the contract. He / They shall make good any damage to adjoining property whether public or private and supply and maintain any flags, horns, sirens, light etc. in whatever manner required in day or at night or for the purposes of warning / indication of work in progress or of imminent danger etc. He shall be allowed rent free the use of such grounds as is available on the site of works as in the opinion of the Employer may be absolutely necessary and on the completion of work or termination of this contract he shall vacate the premises and remove all surplus material.

37.2 The Employer shall indicate the storage space at site, for storing the material but the contractor shall satisfy himself as to the suitability of such sites and protection and such provision shall not release the contractor from liability to make good any loss or damage which may hamper such work until the same shall have been taken over.

37.3 Suitable access to and possession of the site shall be afforded to the contractor by the Employer in reasonable time. In the execution of the work, no persons other than the contractor or his duly appointed representatives, sub-contractor and workmen shall be allowed to do work at site except by the special permission in writing of the Employer and / or his representative.

37.4 The contractor shall comply with all precautions as per International Labour Organisation (I.L.O.) Convention (No.62) as far as they are applicable to this contract.

37.5 The contractor / contractors shall on completion of the work when directed by the Employer remove all plants, tools, materials, and rubbish which may have been used or may have accumulated during the progress of the work, other than those permanently taken into the works of all such rubbish or surplus materials or plants which the Employer may require the contractor/contractors to remove by the contractor or his sub-contractors within twenty-four (24) hours after receipt of written notice from the Employer requiring him / them to remove the same, and in default of compliance with such notice the Employer may forthwith remove all such rubbish or surplus materials or plant at the risk and cost of the contractor / contractors.

37.6 The contractor will be allowed to tap/use electric power to the extent of as specified in SCC, if electric Supply from the Employer's network is available at work site, subject to the contractor's complying with the rules and regulations of temporary load and safety precaution laid down by the Employer from time to time. Use of power is restricted to single phase for electrical drilling

machine, temporary lighting and testing of the lighting installation etc. For any other requirements, the contractor shall request the Employer. Upon suitability, the Employer shall provide the same at cost to the Contractor.

37.7 No work shall be carried out between sunset and 6.00 a.m. and on Sunday or Employer's holidays except with the previous sanction in writing from the Employer, granting to which will be entirely at his discretion and cannot be claimed by the contractor / contractors as matter of right and the refusal to grant such permission will not be accepted as a ground of excuse for not completing the work within the period hereinafter mentioned.

37.8 No living accommodation shall be made available for the contractor's staff and labour. The contractor / contractors shall at his/their own expense provide the necessary transport to and from the site of the work and accommodation for his / their employees, the intention being that the sum named in the tender shall be inclusive of all expenses, whatsoever in connection with the contractor's / contractors' staff and labour force.

37.9 Notwithstanding that all reasonable and proper precautions may have been taken by the contractor / contractors at all times during the progress of the work, the contractor / contractors shall nevertheless be wholly responsible for all damages, whether to the works themselves or to any other Employer's property or to the lives or persons or property of others during the progress of the works and period of maintenance.

37.10 The contractor / contractors shall at his / their own cost provide all labour and materials, haulage, stores, consumables, templates, staging, scaffolding, tarpaulins and all plants and tools whatsoever required to carry out and complete the work to the satisfaction of the Engineer and shall fence, with bamboo or other good materials of sufficient strength, all excavation, trenches, open culverts etc. and shall light the same at night and keep sufficient watchmen to the satisfaction of the Engineers at work site. He / They shall construct proper enclosures and fences for the protection and convenience of the work and the public during the progress of work.

The make and brand of the materials offered wherever applicable must be clearly stated and in case of unknown make or brand proper description should be submitted even if not so specified.

The contractor must make his own arrangement for obtaining all the materials required for completing the work. The rates to be entered for the items in the Price Schedule should be inclusive of Supply, manufacture and assembly, testing, completion, delivery, storage at site, installation of new equipment and commissioning of all the works. The contractor / contractors shall make his / their own arrangements to obtain from the authorities concerned the petrol, oils, spare parts etc. required by him for the efficient and regular operation of the transport used by him / them to carry out

and complete the work comprised in the contract, without delay whatsoever. The Employer will only issue a certificate if required to the contractor to enable him to request the concerned authorities, to provide all assistance within the law to him / them under this contract. The non-Supply of these materials by the authorities will not be taken as an excuse for not completing the contract within the stipulated period.

37.11 The contractor shall employ at least one qualified, experienced and competent representative whose name or names shall have previously been communicated in writing to the Employer and/or his representative by the contractor to supervise the delivery, unloading and storage and carrying out the work and also to liaise with the inspecting agency at the manufacturing site and point of delivery site. The said representative shall be present at site during working hours and any written orders or instructions which the Employer and / or his representative may give to the said representative of the contractor shall be deemed to have been given to the contractor, the said representative or representatives shall arrive at site on a date to be arranged by the Employer and/or his representative. Further all the correspondence pertaining to technical, financial, legal and the other matters shall be addressed to him.

The contractor shall have to execute electrical work of cranes under Supervision of Electrical contractor having valid Electrical's contractor Licence issued by the State Governments of India & work is required to be executed under the Supervisor having Supervisory Certificate of competency issued by the State Governments of GOI & copy of all documents to be submitted to Mechanical Engineer's office. The contractor shall obtain the Electrical inspection Certificate for effective power supply to the machines.

37.12 Employment of Labour :

The contractor / contractors shall employ such sufficient number of trustworthy, skillful and experienced assistants or Supervisors, Foremen, Mistries and Watchmen as may be approved by the Engineer and shall at all times employ a competent, qualified and experienced Engineer and careful and skilled workmen in or about execution of the said work to the satisfaction of the Engineer or any Engineer, Supervisor, Mistry, Watchmen to whom the Engineer and / or his representative shall object to on the ground of bad behavior incompetence or negligence shall be removed by the contractor / contractors from the work within 24 hours after receipt of written order signed by the Engineer and / or his representative shall be again allowed on the work except with the written permission of the Engineer and / or his representative. The contractor / contractors shall arrange to meet the Engineer or his Assistants on the works whenever required.

### 37.13 Protective Personal Gear Such As Helmet, Faceshield, Footwear, Gloves, Etc.:

The contractor / contractors shall, at his/their own expense, provide footwear and gloves for all labour employed on concrete mixing work, gas cutting, welding etc, and all other types of work involving the use of tar and cement, glass shields for welders and diving equipment for divers, etc. to the satisfaction of the Employer or his representative and on his / their failure to do so, the Employer shall be entitled to provide the same and recover the cost thereof from the contractor / contractors.

#### Safety Provision:

- i) The contractor should take necessary safety measures to carry out the job, without causing any accident, in the work premises, which will ultimately cause loss to Employer either directly or indirectly.
- ii) The contractor should apply for written permission to carry out the hot jobs with full details of the work, date, duration of work etc.
- iii) All the required safety gear and fire fighting accessories be made available by the contractor at the site of work for any emergency.
- iv) The permission copy should be sent to Port Fire and Safety Officer, and the Safety section in advance.
- v) The hot jobs should be started only after the concerned supervisory staff of the concerned department is satisfied with the safety arrangements made at site.

The contractor shall supply to his workmen and staff cotton arm bands of approved quality and colour for wearing them on their arms while carrying out the work. These arm bands should be of distinctive type and serially numbered and the contractor shall maintain a register of issue of arm bands and names of workmen to whom these have been issued.

Notwithstanding anything herein contained the contractor shall comply with all the provisions of the contract labour (Regulation and Abolition) Act, 1970 and Rules and Regulations made thereunder as amended from time to time if applicable.

The rates quoted by the contractors in the Price Schedule shall be deemed to include expenses whatsoever that the contractor may be required to incur for compliance with the provisions of the above Act.

In pursuance of Section 21 of the above Act and Rule 25(2)(V)(A) framed thereof, the Tenderers should note that in cases where the workmen employed by them to perform the same and similar kind of work as the workmen directly employed by this Employer, the wage rate of all category of workmen shall be in accordance with the statement of the Employer's Schedule of Rates revised from time to time. The wage rates in respect of categories of workmen which are not included in the Employer Schedule shall not be less than those specified in the Schedule of "Fair Wages". The current statement of the Schedule of Rates is annexed hereto.

The contractor shall make his own arrangements for the engagement of all labour, preferably local.

The Contractor shall also comply fully with the provisions of the payment of Wages Act, 1936.

If any enhancement in the rates of Wages become payable as a result of the implementation of the Chief Labour Commissioner's interpretation of the Contract Labour (Regulations and Abolitions) Central Rules, 1971 upto and including an increase of 10% of the Wages, the same shall be borne by the contractor/contractors and enhancement in excess of 10% will be borne by the Employer.

The contractor shall be responsible for the observance by his sub-contractors, of the foregoing provisions /precautions.

The contractor shall make necessary arrangements for the representative of the Employer and/or his representative to witness the payment made by the Contractor to his labourers. The contractor shall also submit periodical returns of labour employed by him and wages paid, to the Employer's representatives.

Supply of water: The contractor shall, as far as practicable having regard to local conditions, provide on the site to the satisfaction of the Engineer's representative, an adequate Supply of drinking and other water for the use of the contractor's staff and workmen.

Festivals and religious customs : The contractor shall in all dealings with labour in his employment, have due regard to all recognised festivals and observe days of rest as applicable to the outdoor staff of the Mechanical Engineering Department of Employer.

Epidemics: In the event of any outbreak of illness of an epidemic nature, the contractor shall comply with and carry out such regulations, orders and requirements as may be made by the Government or the local medical or sanitary authorities for the purpose of dealings with overcoming the same.

Disorderly conduct, etc.: The contractor shall at all time take all reasonable precautions to prevent any unlawful riotous or disorderly

conduct by or among his employees, officers, or agents and for the preservation of peace and protection of person and property in the neighbourhood of the works against the same.

Accidents: The contractor shall, within twenty four (24) hours of the occurrence of any accident at or about the site or in connection with the execution of the work, report such accidents to the Employer or his representative. The contractor shall also report such accidents to the concerned constituted authorities.

The contractor shall use water free of cost from the nearest Employer's tap or hydrant dependent on the availability as directed by the Engineers.

Every precaution shall be taken by the contractor / contractors to prevent the breeding of mosquitoes on the works during the construction and all receptacles used for storage of water, soaking bricks, etc. must be suitably protected for this purpose or must be emptied at the close of the work everyday. All water used for during concrete must contain saponified croseol in solution of not less than 1:2000 or more than 1:1000 so that the solution will have a markedly cloudy appearance and will give a reasonably strong odour.

37.15 The contractor / contractors shall give notice to the Employer or the Engineer or his assistant whenever any work is to be buried in the earth or made inaccessible later on, in order that the work may be inspected and correct dimensions taken before such burial in default whereof the same shall at the opinion of the Employer or the Engineers or his assistant be either opened up for measurement at the contractor/contractors expenses and no allowance shall be made for such work. Should any dispute or difference arise after the execution of any work as to measurements etc. which cannot be conveniently tested or checked the Employer's or the Engineers' or his Assistants notes shall be accepted as correct and be binding on the contractor/contractors.

#### 37.16 Safety of Existing Underground Services

The contractor shall take due care and adopt such measures to ensure that the existing underground services of the Employer as well as Public Utility Bodies viz. Electric Boards/Companies, BSNL/MTNL, local municipality, Gas Co., etc., are not damaged during the excavation work of cables trench, pole pits, foundation pits etc. The drawing showing the approximate route of such service will be available with the Superintendent, Electrical Construction Division of this office and shall be consulted before starting the work. Exact location of a service shall be ascertained by taking trial pits at strategic points as directed by the Employer or his representative. The work in the vicinity of such services shall be carried out to meet the specific requirements of a party to whom the service belongs. Any damage caused to a service, irrespective of the fact that the utmost

precautions are taken to avoid damage shall be at the entire risk and cost of the contractor.

38.1 The whole of the work under this contract shall be carried out under the direction of the Employer and his decision upon all questions relating to the details of construction or the meaning of the drawings, Specifications, Price Schedule and the methods of carrying out the work shall be final and any dispute arising under in connection with this contract or the carrying out thereof including any question as to construction and meaning of this contract or any clause therein shall be final and binding upon the contractor or his sub-contractors whether such decision shall have given by way of certificate or otherwise and whether it shall have been given during the progress of the work or after completion of the same.

### **38. Employer's Decision**

39.1 The successful Tenderer shall furnish information before the award of contract, whether he himself or any of his partners, directors or employees had held Class I post with the Employer within the period of last two years.

39.2 The Employer shall be at liberty to terminate the contract if the successful Tenderer himself or any of his partners, employees or any of his directors who having held Class I post with the Employer. prior to his retirement has failed to obtain the Chairman's specific permission to undertake an occupation or any outside employment before the expiry of two years from the date of his retirement, in accordance with the provision of Class I Employees, (Acceptance of Employment after retirement) Regulations,

### **39. Employment of Employer's Personnel**

40.1 Import Licence, Permits, etc.

The contractor will make his own arrangements for obtaining materials required for the manufacture of the items and for the efficient and regular operation of the work. The Engineer will, however, forward his application for import licences, to the proper authorities if desired by him certifying the nature of the work to be carried out but under no circumstances the non-Supply of such controlled or other materials by the authorities will be taken as an excuse for not completing the contract, if awarded, within the stipulated period.

### **40. Licenses**

The Central Vigilance Commission (CVC) has been promoting integrity, transparency, equity and competitiveness in transactions by various organizations of the Government of India. Public procurement is an area of concern for the CVC, and many steps have been taken to put proper systems in place. In this context, Integrity Pact (IP), a tool conceptualized and promoted by Transparency International, an international NGO, aimed at preventing corruption in public contracting, has been found useful.

### **41. Integrity Pact**

Not Applicable.

DEENDAYAL PORT AUTHORITY, OOT, VADINAR  
TENDER NO. : OOT/ME-WK/NPS/8021

“Supply of Oil Spill Dispersant for Deendayal Port Authority, Vadinar”

**SECTION – VII**  
**SPECIAL CONDITIONS OF CONTRACT**

***Conditions for Supply***

1. ***Inspection and Testing:*** Oil Spill Response Equipments shall be tested as per applicable codes and standards. The inspection will include witnessing / reviewing of tests and test certificates. The inspection shall be carried out by an approved third party inspection agency by the Lloyds / DNV / ABS / BV / RINA / IRS etc. conforming to ISO standard in the presence of the Employer or their representatives. **Test certificates shall be submitted for review and approval. All costs of such tests and inspections by third party at the Manufacturer’s premises shall be included in the quoted price.** However, the cost towards the Employer or their representatives visiting the Manufacturer’s premises for witnessing the inspection and testing of OSR equipment shall be borne by the Employer.
  
2. The following shall be Quality Assurance Requirements:
  - Manufacturer / Supplier shall be fully responsible for their Quality Assurance and associated Quality Control process.
  - The Quality System shall strongly specify the requirements of ISO 9001:2008 Quality System.
  - The Employer or their representatives shall carry out verification / surveillance / inspection of manufacturer / supplier’s activities, processes and performance at manufacturer’s premises during the manufacturing, inspection, testing and preparation for shipment of the product, and such verification shall not be used as evidence for effective control of quality by the Employer. Acceptance by Employer does not waive the manufacturer /supplier’s responsibility for the product quality, performance and guarantees.
  - The Employer shall be accorded the right to verify at the manufacturer’s premises that product conforms to specified requirements. Such verification shall not absolve the manufacturer / supplier of the responsibility to provide an acceptable product, nor shall it preclude subsequent rejection by the Purchaser.
  - Inspection and testing activities by the manufacturer/supplier and verification / surveillance by the Employer shall be specified, identified and controlled by a manufacturer / supplier’s Inspection Test Plan approved by the Employer.
  - The Oil Spill Response Equipments shall not be shipped from the manufacturer’s plant until **Third Party Inspection (by the Lloyds / DNV / ABS / BV / RINA / IRS etc.)** has been completed and materials certification to ISO 10473 3.1C signed off by manufacturer/supplier and **Third Party representatives**. The supplier shall be responsible for organizing and will bear the costs of **Third Party Inspection** & certification. The committee in pre-bid meeting shall decide the name of Third party inspection.
  - The old OSD quantity 10,000 litre available with Offshore Oil Terminal Department, Deendayal Port Authority, and Vadinar has to be taken away by the party and to submit approved disposal certificate without any financial implication.

**3. Delivery Period:** Equipments shall be supplied within **30 days** from the date of issue of Supply Order.

**4. Payment Terms:** 100% of the Contract Price with full value of Taxes & Duties shall be paid against receipt of material at DPA, OOT, Vadinar site on submission of bills in triplicate and Goods Receipt and Inspection Report duly signed by authorized signature of DPA authorized official. Before release of payment, party has to submit disposal certificate of old OSD of 10,000 litre lying with OOT Department, Vadinar.

**NOTE:** DPA has obtained Duty Credit License under ‘Served from India Scheme’ which shall be utilised for availing exemption from payment of Customs / Excise duty on procurement of equipments by the bidders and benefit to be passed-on to KPT.

**5. Liquidated Damages:** The liquidated damage / late delivery charges shall be: ½ % per week or part thereof, on the total contractual price. Goods must be supplied within the stipulated delivery period to avoid any penalty and shall confirm to quality. For late delivery, prior approval for extension of delivery date should be obtained, failing which goods are likely to be rejected and returned at your cost for late delivery. Penalty will be levied at the rate of ½% value of order per week or part thereof subject to maximum of 10% of the value of order shall be levied at the decision of Deendayal Port Authority.

**6. Security Deposit:** Security Deposit / Performance Guarantee shall be submitted by the successful bidder within 21 days for National Competitive Tenders (**OR** 28 days for International Competitive Tender N/A). [insert “the amount of the Performance Guarantee shall be: [3% of Contract Value] [The amount of the Performance Guarantee is usually expressed as a percentage of the Contract Price. The percentage varies according to the Employer’s perceived risk and impact of non-performance by the Contractor] 3% of Contract value in the form of Bank Guarantee shall be submitted within 21 days BG shall be issued by a Nationalised / Scheduled Bank having branch Jamnagar / Vadinar Branch. Bank Guarantee shall be released after completion of Defect Liability Period within 14 days.

**7. Transportation:**

Responsibility for Transportation of Goods shall be on the Successful Bidder.

The following Special Conditions of Contract (SCC) shall supplement and / or amend the General Conditions of Contract (GCC). Whenever there is a conflict, the provisions herein shall prevail over those in the GCC.

*[The Employer shall select insert the appropriate wording using the samples below or other acceptable wording, and delete the text in italics]*

<b>GCC 1.1(a) and 1.1(q)</b>	<b><i>Chief Operations Manager, Deendayal Port Authority, OOT, Vadinar</i></b>  The Employer is: Deendayal Port Authority
<b>GCC 1.1 (p)</b>	The Project Site(s)/Final Destination(s) is: <b>at OOT-Vadinar.</b>

GCC 4.2 (a)	The meaning of the trade terms shall be as prescribed by Incoterms in pursuant to ITT clause 14.5. If the meaning of any trade term and the rights and obligations of the parties there under shall not be as prescribed by Incoterms, they shall be as prescribed by: <i>[exceptional; refer to other internationally accepted trade terms ]</i>
GCC 4.2 (b)	The version edition of Incoterms shall be <i>[insert date of current edition]</i>
GCC 8.1	<p>For <b>notices</b>, the Employer’s address shall be:</p> <p><b>Address: Office of Chief Operations Manager, Deendayal Port Authority, OOT, Vadinar 1<sup>st</sup> Floor- A.O. Building at Vadinar Jetty Vadinar, City: Jamnagar Dist., Gujarat State, PIN Code: 361010 Country: India, Phone: 0288-2573001, Fax: 0288-2573031</b></p>
GCC 9.1	The governing law shall be the law of Government of India or its constituents and all legal disputes shall be subjected to the jurisdiction of Gujarat High Court
GCC 10.2	<p>The rules of procedure for arbitration proceedings pursuant to GCC Clause 10.2 shall be as follows:</p> <p><b>Arbitration Clause :</b></p> <ol style="list-style-type: none"> <li>1. “Except where otherwise provided in the contract all questions and disputes relating to the meaning of the specification designs, drawings and instructions herein after mentioned and as to the quality of workmanship or materials used on work or as to any other question, claim, right, matter or any other thing whatsoever, in any way arising out of or relating to the contract design, drawings, specifications, estimates, instructions, orders or to the conditions or otherwise concerning the works or regarding the executions or failure to execute the same whether arising during the progress of the work or after the completion or abandonment thereof, shall be referred to the Chairman for sole arbitration by himself or by any officer appointed by him.</li> <li>2. It will be no objection to any such appointment that the arbitrator is an employee of the Board or the Government, that he had to deal with the matters to which the contract relates and that in the course of his duties as an employee of the Board or the Government, he had expressed views on all or any of the matters in dispute or of difference. The arbitrator who had been dealing with the arbitration case being transferred or vacating his office or in the event of his death or being unable to act for any reason, the Chairman then holding the office, shall arbitrate himself or appoint any officer to Act as arbitrator.</li> <li>3. It is also a term of this contract that no person other than the Chairman himself or any officer appointed by him shall Act as arbitrator.</li> <li>4. It is a term of this contract that only such questions and disputes as were raised during the progress of the work till its completion and</li> </ol>

	<p>not thereafter shall be referred to arbitration. However, this would not apply to the question and dispute relating to liabilities of the parties during the guarantee period after completion of the work.</p> <ol style="list-style-type: none"> <li>5. It is a term of contract that the party invoking arbitration shall give a list of disputes with amounts of claim in respect of each said dispute along with the notice seeking appointment of Arbitrator.</li> <li>6. It is also a term of the contract that if the contractor does not make any demand for appointment of arbitrator in respect of any claims / disputes in writing, as aforesaid, within 120 days of receiving the intimation from the Engineer / Officer-in-charge that the final bill is ready for payment, the claim of the contractor shall be deemed to have been waived and absolutely barred and the Port Authority shall be discharged and released of all liabilities under the contractor in respect of these claims.</li> <li>7. It is also a term of the contract that the arbitrator shall adjudicate only such disputes / claims referred to him by the appointing authority and give separate award against each dispute / claim referred to him. The arbitrator will be bound to give claim wise detail and speaking award and it should be supported by reasoning. The award of the arbitrator shall be final, conclusive and binding on all the parties to the contract.</li> <li>8. The arbitrator from time to time, with the consent of both the parties, can enlarge the time for making and publishing the award.</li> <li>9. Arbitration shall be conducted in accordance with the provisions of Indian Arbitration Act, 1996 or any statutory modifications or re-enactment thereof and rules made thereunder and for time being in force shall apply to the arbitration proceedings under this clause.</li> <li>10. It is also a term of the contract that if any fees are payable to the arbitrator, this shall be paid equally by both the parties.</li> <li>11. It is also term of the contract that the arbitration shall be deemed to have been entered on the reference on the date he issues the first notice to both the parties calling them to submit their statement of claims and counter statement of claims.</li> <li>12. Venue of the arbitration shall be such place as may be fixed by the arbitrator at his sole discretion.</li> <li>13. The term “Chairman” in the above clause will imply Chairman of the Board of Trustees for Port of Deendayal Port.</li> </ol>
<b>GCC 12.1</b>	Details of Shipping and other Documents to be furnished by the Contractor. The above documents shall be received by the Employer before arrival of the Goods and, if not received, the Contractor will be responsible for any consequent expenses.
<b>GCC 14.1</b>	The prices charged for the Goods supplied <i>shall not be</i> adjustable. <i>No escalation of what so ever nature shall be payable in the contract.</i>
<b>GCC 15.1 &amp; 15.5</b>	<b><u>No Advance Payment will be made. No Interest shall be payable by Employer on Retention Money or any Delayed Payments.</u></b>
<b>GCC 17.1</b>	Security Deposit / Performance Guarantee shall be submitted by the successful bidder within 21 days for National Competitive Tenders <b>OR</b>

	28 days for International Competitive Tender. [“the amount of the Performance Guarantee shall be: 3% of Contract Value 3% of Contract value shall be in the form of Bank Guarantee issued by Nationalized / Scheduled Bank only. Bank Guarantee shall be released after completion of Defect Liability Period within 14 days.
<b>GCC 17.3</b>	Performance Guarantee shall be in the form of: “a Bank Guarantee” or “Demand Draft”. [In case of BG, BG shall be issued by a Nationalised having branch anywhere in India and preferably from a Branch located in Vadinar/Jamnagar]. If required, the Performance security shall be denominated in the currencies of payment of the Contract, and in accordance with their portions of the Contract Price.
<b>GCC 17.4</b>	Discharge of the Performance Guarantee shall take place: and upon issuance of a letter to that extent by the Employer.
<b>GCC 23.1</b>	The insurance coverage shall be as specified in the Incoterms.  If not in accordance with Incoterms, insurance shall be as follows:  The Contractor has to quote with the Insurance charges. The equipment shall be insured on the name of Employer for 110% of the FOB Cost from the port of Loading to the Port of Destination and till commissioning and handing / taking over of the equipments to the satisfaction of the Employer.
<b>GCC 24.1</b>	Responsibility for transportation of the Goods shall be borne by the Contractor. The Contractor has to quote, including for the transportation of the OSR equipments. The contractor is required to arrange for the contract to transport the goods to a specific place of final destination within India, defined as project site, transport to such place of destination in India, from the Port of Loading to hr project site.  The contractor shall arrange for the clearing of the Goods at the Port of Destination by involving a suitable CHA. The charges towards such expenses shall be borne by the contractor and the delay period in getting the clearance from the Customs shall not be levied upon the contractor.  The Contractor shall be willing to utilize DFCEC held by KPT under Para 3.6.4.1 to 3.6.4.10 of Foreign Trade Policy & Para 3.18.2 of Hand Book (Vol. I), if required.
<b>GCC 25.1</b>	The inspections and tests shall be as specified in the Conditions of Supply at Sr. No. 1 Section-VII SCC.
<b>GCC 25.2, 25.3 and 25.5</b>	The Inspections and tests shall be conducted by Third party inspection as specified in Sr.No.2 of Conditions of Supply specified in Section-VII –SCC.

<b>GCC 26.1</b>	<p>The liquidated damage / late delivery charges shall be ½ % per week or part thereof, on the total contractual price. Goods must be supplied within the stipulated delivery period to avoid any penalty and shall confirm to quality. For late delivery, prior approval for extension of delivery date should be obtained, failing which goods are likely to be rejected and returned at your cost for late delivery. Penalty will be levied at the rate of ½% value of order per week or part thereof subject to maximum of 10% of the value of order shall be levied at the decision of Deendayal Port Authority.</p>
<b>GCC 27.3</b>	<p>The period of validity of the Warranty (except consumables) for Supplied OSR Equipments shall be <b>60 months</b> from the next day of taking over Certificate.</p> <p>Also the Supplied OSR Equipments (except consumables) shall be provided with <b>extendable warranty with a maximum of 3% of supplied cost per annum, for minimum 10 years.</b> In such case supplier will be solely responsible for the operating efficiency of the equipment concerned.</p> <p>For purposes of the Warranty, the place(s) of final destination(s) shall be <b>Deendayal Port Authority, OOT Vadinar.</b></p>