

DEENDAYAL PORT AUTHORITY

(Erstwhile Deendayal Port Trust)



No.: ML/WK/4013-II
Mechanical Engineering Department

**"Build, Operate and Maintain of 10 nos. of 120 T capacity each
Automated road weighbridges on Revenue Sharing basis at
DPA for a period of 10 years and buy-back of 10 nos. of
existing Road weighbridges of DPA"**

PORT OFFICE

Superintending Engineer (M)

Mechanical Division
Deendayal Port Authority
Room No.
Ground Floor
P. & C. Building
New Kandla – 370210
Kutch – Gujarat
Phone: + 91-2836-270484
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CONTENTS OF TENDER DOCUMENT**Bid Reference No. ML/WK/4013-II**

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DEENDAYAL PORT AUTHORITY
TENDER NOTICE NO. ML/WK/4013-II

Superintendent Engineer (M), DPA, New Kandla, Tel. No. 02836-270484 invites tender in Online E-tendering system for the work of **“Build, Operate and Maintain of 10 nos. of 120 T capacity each Automated road weighbridges on Revenue Sharing basis at DPA for a period of 10 years and buy-back of 10 nos. of existing Road weighbridges of DPA”** at Estimated Cost Rs. 21,03,72,500.00 (for SITC with O&M for the period mentioned for ascertaining PQC only), EMD: Rs. 21,03,725.00 (Rupees Twenty-One Lakhs Three Thousand Seven Hundred Twenty-five only). In case of Micro and Small Enterprise (MSEs) holding valid certificate issued by any agencies/organization under The Ministry of Micro, Small and Medium Enterprises indicating the list of activity related to the subject tender shall become eligible for exemption from payment of tender fee/EMD. Such bidder shall upload the scanned copy of valid certificate of relevant category only. The last date of downloading: 11.10.2022 upto 14:00 hrs. Last date and time of submission of E-tender only on website <https://kpt.nprocure.com>: 11.10.2022 upto 14:30 Hrs. Date and time for opening of E-tender: 11.10.2022 at 15.00 hrs. Tender shall be downloaded from web site: <https://kpt.nprocure.com> and also available on <http://www.deendayalport.gov.in>

Corrigendum, if any, will be placed on website only.

Supdt. Engineer (M)
Deendayal Port Authority

Notice Inviting Online Tender

Details about tender:

Department Name	Mechanical Engineering Department
Circle/ Division	Mechanical Division, Deendayal Port Authority
Tender Notice No.	ML/WK/4013-II
Name of work	" Build, Operate and Maintain of 10 nos. of 120 T capacity each Automated road weighbridges on Revenue Sharing basis at DPA for a period of 10 years and buy-back of 10 nos. of existing Road weighbridges of DPA"
Estimated Contract Value (INR)	Rs. 21,03,72,500/-
Period of Completion	10 years+ extendable upto 03 years on same terms.
Bidding Type	Open
Bid Call (Nos.)	1 st
Tender Currency Type	Single Currency
Tender Currency Settings	Indian Rupee (INR)
Joint Venture	Applicable
Rebate	Not applicable
Bid Document Fee :	Rs. 10,000 + GST (18%) = Rs. 11,800 (The Micro & Small category bidders having registration certificate issued by Ministry of MSME Govt of India /NSIC are exempted from payment of Tender fee. Such bidders shall upload the scanned copy of relevant & valid certificate for the same.)
Bid Doc Fee Payable to	F.A. & C.A.O., Deendayal Port Authority, Gandhidham
Bid Security/ EMD (INR) :	Rs. 21,03,725.00 (Rupees Twenty-One Lakhs Three Thousand Seven Hundred Twenty-five only) (In case of Micro and Small Enterprise (MSEs) Holding valid certificate issued by any agencies/organization under The Ministry of Micro, Small and Medium Enterprises indicating the list of activity related to the subject tender shall become eligible for exemption from payment of tender fee/EMD. Such bidder shall upload the scanned copy of valid certificate)
Bid Security/ EMD (INR) In Favour Of :	F.A. & C. A. O., Deendayal Port Authority, Gandhidham
Bid Document Downloading Start Date	<u>20/09/2022 from 1600 hrs.</u>
Bid Document Downloading End Date	<u>11/10/2022 upto 1400 hrs.</u>
Pre Bid Meeting	<u>27/09/2022 at 1500 hrs.</u>
Date & Place of Pre Bid Meeting	In the chamber of CME at A.O. Building, P.O. Box No. 50, Gandhidham, Kutch, Gujarat.
Last Date & Time for Online submission of Bids	<u>11/10/2022 upto 1430 hrs.</u>
Bid Validity Period	120 Days
Condition	(Demand Draft/Banker's Cheque/Pay order for Tender Fee & EMD shall be submitted in Electronic Format through on line (by scanning) while uploading the bid. In case of Micro and Small Enterprise (MSEs) holding valid certificate issued by any agencies/organization under The Ministry of Micro, Small and Medium Enterprises indicating the list of activity related to the subject tender shall become eligible for exemption from payment of tender fee/EMD. Such bidder shall upload the scanned copy of valid certificate. Accordingly, offer of those bidders shall only be opened whose Tender Fee and Bid security i.e. EMD is received Electronically in the preliminary bid. However, for the purpose

	of realization, bidder shall send the same in original to SE(M) at the time of tender opening or send the same by hand/courier/RPAD/Speed post so as to reach the SE(M), Deendayal Port Authority, A.O. Building, within 07 days from the last date of opening.
Remarks	Submission of tender fees & Bid security i.e. EMD and other documents in physical format during office hours within seven (7) days from the last date of opening of tender by hand/courier/ RPAD/Speed post in the office of CME, 1st floor, CME Liaison office, A.O. Building, Gandhidham (Kutch) – 370 201. Phone No.: 02836- 220636/ 270484.
Preliminary Bid Stage Bid Opening Date	Technical Bid will be opened on 11/10/2022 @1500 hrs. The date of opening of price bid shall be notified after scrutiny and evaluation of Technical Bid.
Documents required to be submitted by scanning through online	<p>a. Tender fee of Rs. 11800/- & EMD of Rs.21,03,725.00 in form of DD/BC/PO. In case of Micro and Small Enterprise (MSEs) holding valid certificate issued by any agencies/organization under The Ministry of Micro, Small and Medium Enterprises indicating the list of activity related to the subject tender shall become eligible for exemption from payment of tender fee/EMD. Such bidder shall upload the scanned copy of valid & relevant certificate.</p> <p>b. Documents required under clause no. 4 of Section-I. For the purpose of realization, the bidder shall send the <u>all above documents in original/attested copies to SE(M), DPA Within 7 days from the date of opening of preliminary bid</u> through post or by hand without fail.</p>
Officer Inviting Bids	Superintending Engineer (M)
Bid Opening Authority	Superintending Engineer (M)
Address	Superintending Engineer (M) Mechanical Division, Deendayal Port Authority Ground Floor, P. & C. Building New Kandla –370210, Kutch – Gujarat
Contact	Phone: + 91-2836-270484/ 220636 Fax: + 91-2836-270184 Email :- mechprojects.dpt@gmail.com mech.div.kpt@gmail.com
Pre-Qualification Criteria	<p>The Tenderer shall fulfill the following pre-qualification criteria based on the Estimated Cost of Rs. 21,03,72,500/- towards SITC with O&M for 10 years: -</p> <p><u>Financial Eligibility:</u></p> <p>A. Average Annual financial turnover during the last 3 years, ending 31st March of previous financial year, should be at least Rs. 6.31 Crores certified by chartered accountant.</p> <p>B. Net Worth of the BIDDER should be positive during the last three preceding financial years i.e., 2018-19, 2019-20 & 2020-21. The bidder shall submit the documentary proof such as certificate from a Chartered Accountant (CA) for the same.</p> <p><u>Technical Eligibility:</u></p> <p>C. <u>Experience criteria:</u></p> <p>Must have supplied minimum 25 nos. of road weighbridges (may be in single P.Os. /W.Os. or upto maximum five P.Os. /W.Os.), each of 80 MT or above capacity, to Govt./Semi-Govt./ PSUs/ Private organizations during the period of last three years ending last date of the month prior to the one on which applications are invited.</p> <p style="text-align: center;">'OR'</p> <p>Experience of having successfully completed similar works during last 7 years ending last day of the month previous to the one in which applications are invited should be either of the following: -</p>

	<p>i) Three similar completed works, each costing not less than the amount equal to Rs. 8.41 Crores, or,</p> <p>ii) Two similar completed works, each costing not less than the amount equal to Rs. 10.52 Crores, or,</p> <p>iii) One similar completed work costing not less than the amount equal to Rs. 16.83 Crores.</p> <p>"Similar Works" means Supply, installation commissioning and Operation & maintenance of road weighbridges each of 80MT or above capacity with associated facilities in Govt./Semi-Govt./ PSUs/ Private organizations.</p> <p>D. The Bidder must have supplied, installed & commissioned atleast three nos. of Automated / Unmanned road weighbridge of higher precision of 80MT or above capacity in last five years, which shall be in satisfactory operational condition on the date of submission of bid.</p> <p>E. Documentary evidence that the Bidder has an office at Kandla for effective co-ordination with DPA for the work, or, otherwise at least a declaration to set up the same in the event of the 'LOA' being issued in favour of the Tenderer.</p>
✓ Note:	<p>(1) In case the similar work has been executed for any private body, the bidder will be required to produce the tax deducted at source (TDS) certificate indicating the income tax deducted by the client for that work, which will form the basis for assessing the value of completed work (Applicable for service i.e. Supply along with O&M experience & not for supply experience). If bidder has executed the supply experience in private organization, necessary documents like Tax-Invoice/ GSTR1/ e-Invoice/ TDS 26 AS certificate and e-way bill (if applicable), shall be submitted in this regard.</p> <p>(2) If the Bidder is submitting bids with the credentials of OEM, the OEM's (Original Equipment Manufacturer) technical and financial eligibility along with the financial eligibility of the bidder as per the Pre-Qualification Criteria (PQC) of tender documents will be considered for evaluation purpose of bid on production of necessary Manufacturer's Authorization letter from OEM. Either Authorized dealer(s)/ Agency/ Authorized Channel Partner, 'or' OEM itself can bid, but both cannot bid simultaneously for the tender. The bidder should have legally enforceable undertaking jointly executed by himself and OEM of the weighbridge for satisfactory build, operate and maintain including all obligations as per technical specifications scope, general & special conditions of the contract.</p> <p>✓ Explanatory Notes for Joint-Venture:</p> <p>a) In case of JV to qualify experience in similar works, merging of work order value executed by two or more of its member JV either as a whole or as member of JV shall not be permitted to qualify eligible works in terms of similar completed works. Only no. of work orders executed by members of JV shall be merged to evaluate experience.</p> <p>b) Lead partner should have supplied atleast 10 road weighbridges, out of which 60% i.e., 06 nos. must be Automated / unmanned type road weighbridges each of 80 MT or above capacity, 'or', have executed at least one similar work costing Rs. 8.41 Crores as per Minimum Eligibility Criteria.</p> <p>c) The works reckoned for the above purpose are those executed by the tenderer as prime contractor or proportionately as member of joint venture or as a sub-contractor, authorized and approved by the Employer of the work(s) against which the tenderer has claimed his experience.</p> <p>d) In the case of bid submitted by JV/ Consortium, the lead partner of the JV shall meet the Minimum Eligibility Criteria of Financial Turnover.</p>

NOTE:

In case, bidders need any clarifications or if training is required to participate in online Tenders, they can contact (n) Procure Support team at following address: -

(n) code Solutions-A division of GNFC Ltd.,

(n) Procure Cell 403, GNFC Info tower, S.G. Road, Bodakdev, Ahmedabad – 380054 (Gujarat)

Contact Details:

Airtel: +91-79-40007501, 40007512, 40007516, 40007517, 40007525

BSNL: +91-79-26854511, 26854512, 26854513 (EXT: 501, 512, 516, 517, 525)

Reliance: +91-79-30181689 Fax: +91-79-26857321, 40007533

E-mail: nprocure@gnvc.net

TOLL FREE NUMBER: 1-800-233-1010 (EXT: 501, 512, 516, 517, 525)

Supdt. Engineer (M)
Deendayal Port Authority

Section – I

Instruction to Bidders

A. GENERAL

1. Scope of Bid

- 1.1 The Supdt. Engineer (M), Deendayal Port Authority invites bids by E-Tendering from the interested eligible bidder for the work as mentioned in the notice inviting online tender. All bids shall be completed and submitted on-line in accordance with instruction to the bidders.
- 1.2 The successful bidder will be expected to complete the works by the intended completion period.

2. Source of funds

- 2.1 The contractor has to make his own arrangement of funds required for execution of the work.

3. Eligible Bidders

Only eligible bidders fulfilling all the requirements as mentioned in the Notice Inviting Online Tender may participate in the subject Tender. Successful completion as mentioned of "Similar Works" only shall be considered for evaluation of eligibility criteria.

- 3.1 The invitation for Bids is open to all eligible bidders meeting the eligibility criteria as defined in clause regarding Eligibility Criteria.
- 3.2 All bidders shall fill the forms provided in Section – IV- Form – 1 to 7 to be submitted by Bidders with their bids.
- 3.3 Government-owned enterprises may participate if they are legally and financially autonomous, operate under commercial law and are not a dependent agency of the employer subject to fulfillment of Minimum Qualifying criteria.
- 3.4 Bidders shall not be under a declaration of ineligibility for corrupt and fraudulent practices issued by the employer.

4. Eligibility Criteria:

- 4.1 The Bidders shall fulfill the following pre-qualification criteria: -

Sr. No.	Pre-Qualifying Criteria	Supporting Documents
<u>FINANCIAL QUALIFICATION</u>		
1	Average Annual financial turnover during the last 3 years, ending 31 st March of previous financial year, should be at least Rs. 6.31 Crores certified by chartered accountant.	Turnover Certificate issued to the bidder and to OEM (in case bidding with the credentials of OEM) by the Chartered Accountant.
2	Net Worth of the BIDDER should be positive during the last three preceding financial years i.e., 2018-19, 2019-20 & 2020-21.	The bidder shall submit a certificate from a Chartered Accountant (CA) for the same.

Sr. No.	Qualifying Criteria	Supporting Documents
<u>TECHNICAL QUALIFICATION</u>		
3	Must have supplied minimum 25 nos. of road weighbridges (may be in single P.Os. /W.Os. or upto maximum five P.Os. /W.Os.), each of 80 MT or above capacity, to Govt./Semi-Govt./ PSUs/ Private organizations during the period of last three years ending last date of the month prior to the one on which applications are invited.	a) A copy of valid weigh bridge manufacturer/ supplier/ repairing license issued by office of the Controller of Legal Metrology. b) A copy of the completion certificate in respect of the successfully completed work. The completion certificate should invariably mention the reference no. of work/supply order, the date of completion and amount of work done. c) A copy of the work/supply order should also be submitted for which the bidder is submitting completion certificate.
<u>'OR'</u>		
	Experience of having successfully completed similar works during last 7 years ending last day of the month previous to the one in which applications are invited should be either of the following: - i) Three similar completed works, each costing not less than the amount equal to Rs. 8.41 Crores, or, ii) Two similar completed works, each costing not less than the amount equal to Rs. 10.52 Crores, or, iii) One similar completed work costing not less than the amount equal to Rs. 16.83 Crores.	a) A copy of valid weigh bridge manufacturer/ supplier/ repairing license issued by office of the Controller of Legal Metrology. b) A copy of the completion certificate in respect of the successfully completed work. The completion certificate should invariably mention the reference no. of work order, the date of completion and amount of work done. c) A copy of the work order should also be submitted for which the bidder is submitting completion certificate.
	"Similar Works" means Supply, installation commissioning and Operation & maintenance of road weighbridges each of higher precision of 80MT or above capacity with associated facilities in Govt./Semi-Govt./ PSUs/ Private organizations.	
4	The Bidder must have supplied, installed & commissioned at least three nos. of Automated / Unmanned road weighbridge of higher precision of 80MT or above capacity in last five years, which shall be in satisfactory operational condition on the date of submission of bid.	A copy of the PO/ WO with completion certificate with satisfactory performance certificate in which reference no. of PO/WO, the date of completion shall be mentioned.
5	Documentary evidence that the bidder has an office at Kandla for effective co-ordination with DPA for the work, or, otherwise at least a declaration to set up the same in the event of the 'LoA' being issued in favour of the Tenderer.	Office Purchase or Rent Agreement in the name of the Tenderer.

Note:

- 1) In case the similar work has been executed for any private body, the bidder will be required to produce the tax deducted at source (TDS) certificate indicating the income tax deducted by the client for that work, which will form the basis for assessing the value of completed work (Applicable for service i.e. Supply alongwith O&M experience & not for supply experience). If bidder has executed the supply experience in private organization, necessary documents like Tax-Invoice/ GSTR1/ e-Invoice/ TDS 26 AS certificate and e-way bill (if applicable), shall be submitted in this regard.
- 2) If the Bidder is submitting bids with the credentials of OEM, the OEM's (Original Equipment Manufacturer) technical and financial eligibility alongwith the financial eligibility of the bidder as per the Pre-Qualification Criteria (PQC) of tender documents will be considered for evaluation purpose of bid on production of necessary Manufacturer's Authorization letter from OEM. Either Authorized dealer(s)/ Agency/ Authorized Channel Partner, 'or' OEM itself can bid, but both cannot bid simultaneously for the tender. The bidder should have legally enforceable undertaking jointly executed by himself and OEM of the weighbridge for satisfactory build, operate and maintain including all obligations as per technical specifications scope, general & special conditions of the contract

4.2 All bidders shall scan and forward the following information and documents with their bids.

- 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. Total monetary value of similar works performed for each of the last seven years ending last day of month previous the one in which applications are invited.
- c. Experience in works of a similar nature and size for each of the last seven years, and details of works underway or contractually committed, and Employers who may be contacted for further information on those contracts.
- d. Reports on the financial standing of the Bidder, such as profit and loss statements and auditor's reports for the past three years ending 31st March of the previous financial year.
- e. Duly filled Forms mentioned in Section – IV – Forms 1 to 7.
- f. PAN, Registration with GST, Provident Fund Authorities.
- g. EMD in form of Demand draft/Banker's cheque/Pay Order from Nationalized /Scheduled bank.
- h. Tender fee in form of Demand draft/Banker's cheque/Pay Order from Nationalized /Scheduled bank.
- 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. A certificate by the bidder that they have not been banned / black listed by any govt. Agency.
- k. Power of attorney (dully accompanied by resolution of Board in case of company).
- l. Qualifications and experience of key site management and technical personnel proposed for the contract.
- m. The proposed methodology and program of work, backed with equipment planning and deployment, duly supported with broad calculations and quality control procedures proposed to be adopted justifying their capability of execution and completion of the work as per technical specifications within the stipulated period of completion as per milestones (if project cost

more than 50.00 lakhs)

- n. The completion certification should invariably mention the reference no. of work order, the date of completion and amount of work done.
- o. The copy of the work order should also be submitted for which the bidder is submitting completion certificate.
- p. In case the similar work has been executed for any private body, the bidder will be required to produce the tax deducted at source (TDS) certificate indicating the income tax deducted by the client for that work, which will form the basis for assessing the value of completed work (Applicable for service i.e. Supply alongwith O&M experience & not for supply experience). If bidder has executed the supply experience in private organization, necessary documents like Tax-Invoice/ GSTR1/ e-Invoice/ TDS 26 AS certificate and e-way bill (if applicable), shall be submitted in this regard.
- q. Bidders should give an undertaking letter duly stating that the documents submitted by them in support of their credentials are genuine and DPA is at liberty to take any action against the bidder if the said documents are found to be non-genuine.
- r. Bidders should give an undertaking that they will comply to the specifications of the work including terms and conditions in total without any deviation.
- s. At the time of submission of tender document, the bidder shall give an undertaking that no changes have been made in the document.

4.3 Even though the bidder meets the above qualifying criteria, they are subject to be disqualified if they have:

- Made misleading or false representations in the forms, statements and attachments submitted in proof of the qualification requirements: and/or
- Record of poor performance such as abandoning the works, non – completion of the contract.

5. One Bid per Bidder

5.1 Each bidder shall submit only one bid. A bidder who submits more than one Bid will cause all the proposals with the Bidder's participation to be disqualified and forfeiture of EMD.

6. Joint Venture- Applicable.

Please see relevant clause in the bid document.

7. Cost of Bidding

7.1 The Bidder shall bear all costs associated with the preparation and submission of its Bid and employer will in no case be responsible and liable for those costs regardless of the conduct or outcome of the bidding process.

8. Site Visit

8.1 The Bidder, at his own responsibility and risk is encouraged to visit and examine the site of work and its surroundings and obtain all information that may be necessary for preparing the Bid and entering into a contract for the works. The costs of visiting the site shall be at the Bidders' own expense.

B. Bidding Documents

9 Content of Bidding Documents

- 9.1 The set of bidding documents comprises the documents listed in the below and addenda issued in accordance with clause-9:

Bid Reference No. ML/WK/4013-II

- **NIT** : **Invitation for Bids**
- **Section I** : **Instruction to Bidders**
- **Section II** : **General Conditions of Contract**
- **Section III** : **Special Conditions of Contract**
- **Section IV** : **Forms of Bid**
- **Section V** : **Scope of Work**
- **Section VI** : **Bill of Quantities**

- 9.2 The bidding documents shall be downloaded. The documents should be completely filled and submitted through on line E – Tendering process.

- 9.3 The bidder is expected to examine carefully all instructions, conditions of contract, forms, terms, technical specifications, bill of quantities, in the bid document. Failure to comply with the requirements of the bid document shall be at the bidder's own risk. Bids which are not substantially responsive to the requirements of the tender documents shall be rejected.

10. Clarifications of the Bidding Documents.

- 10.1 A prospective bidder requiring any clarification of the bidding documents may notify the employer in writing. The employer may respond to any request for clarification which are received within seven days prior to date of pre-bid meeting. The clarifications shall be uploaded on Website <https://kpt.nprocure.com> and www.deendayalport.gov.in.

10.2 Pre-Bid meeting

- 10.2.1 The bidder or his official representative may attend pre-bid meeting to be held at Chamber of CME on 27/09/2022. The bidders/representative of bidders who wish to attend the Pre-Bid meeting shall furnish the authority letter on the letter head of Bidder, for attending the Pre-Bid Meeting on behalf of bidder at the time of Pre-Bid Meeting. The bidders shall submit their queries in the tender on or before the pre-bid meeting date.
- 10.2.2 The purpose of the meeting will be to clarify issues related to work and tender conditions.
- 10.2.3 Pre – Bid clarifications will be uploaded in <https://kpt.nprocure.com> or www.deendayalport.gov.in website without disclosing source of enquiry.
- 10.2.4 Non-attendance at the pre-bid meeting will not be a cause for disqualification of a bidder.
- 10.2.5 At any time prior to the deadline for submission of Bids, employer may, for any reason, whether at its own initiative or in response to a clarification sought by

any prospective bidder, modify the bidding documents by amendment / addendum.

- 10.2.6 Those bidders who download the tender document from the website shall be solely responsible to check the web site for the amendment issued in shape of Corrigendum and/or Addendum.

11. Language of Bid

All documents relating to the bid shall be in the English language.

12. Documents comprising the Bid

The bid submitted by the bidder shall comprise the following:

A) Technical Bid :

- (i) Bid Security i.e. EMD and Tender Fees
- (ii) Qualification information in accordance to clause of **Eligibility Criteria** shall be submitted.

B) Financial Bid :

- (i) Bill of Quantities duly filled and digitally signed by bidder.

13. Bid Prices

- 13.1 The rates and prices quoted by the bidder shall be fixed for the duration of the contract and shall not be subject to adjustment on any account except escalation as per SOR.
- 13.2 The prices shall be quoted inclusive of all taxes, duties, and other incidentals charges like transportation, loading, unloading, boarding & lodging etc. except GST. Applicable GST on the taxable value of supply of Goods or Services or both covered in this tender/contract will be paid by Port on production of bill mentioning GSTIN. Applicable Statutory recoveries including TDS under Income Tax, TDS under GST acts will be deducted/ recovered while accounting for or making payments to the Vendor as per the applicable laws. (Please refer Clause No. 11 of Sec-III for continuation of the clause)

14 Currencies of Bid and Payment

The unit rates and the prices shall be quoted by the bidder in Indian Rupees only.

15. Bid Validity

- 15.1 Bids shall remain valid for a period of 120 days from the date of opening of the Technical Bid. A bid valid for a shorter period shall be rejected by the employer as Non-responsive.
- 15.2 In exceptional circumstances, prior to expiry of the original time limit, the employer may request the bidders to extend the period of validity for

additional period. The request and the bidders' responses shall be made in writing. A bidder may refuse the request for which EMD will not be forfeited.

- 15.3 A bidder agreeing to the request will not be permitted to modify his bid.

16. Bid Security (Earnest Money Deposit-EMD)

- 16.1.** The tender shall be accompanied by Earnest Money Deposit of Rs. 21,03,725.00 (Rupees Twenty-One Lakhs Three Thousand Seven Hundred Twenty-five only) tender not accompanied with EMD shall not be considered & their technical and price bid will be returned un-opened. The Earnest Money Deposit shall be submitted in the form of Banker's Cheque/ demand draft / Pay Order drawn in favour of FA & CAO, Deendayal Port Authority, Gandhidham, from any Scheduled Bank or Nationalized Bank, having its branch in Gandhidham. Earnest money in the form of Bank Guarantee will not be accepted under any circumstances.

In case of Micro and Small Enterprise (MSEs) holding valid certificate issued by any agencies/organization under The Ministry of Micro, Small and Medium Enterprises indicating the list of activity related to the subject tender shall become eligible for exemption from payment of tender fee/EMD. Such bidder shall upload the scanned copy of valid certificate.

In this regard, the bidder is required to upload the valid Government Purchase Enlistment Certificate issued by NSIC/ MSME/ DIC. The duly notarized / self-attested copy of the said certificate should also reach to the office of Supdt. Engineer (M) as required under clause no. 20 of Section-I.

(a) EMD

- (i) The EMD of successful Bidder will be refunded on submission of performance guarantee (in Form 9) as per the tender clause and executing the agreement (in Form 12) as per tender clause. The EMD of unsuccessful bidders other than L1 & L2 be refunded immediately after ranking of Bids. Earnest Money of L2 bidder shall be refunded immediately after entering into agreement with L1 and acceptance of Performance Guarantee from L1.
- (ii) EMD will be refunded suo-motto without any application from the Bidders.
- (iii) The EMD of successful bidder will be discharged (refunded) after he has signed the Agreement and furnished the required Performance Guarantee.
- (iv) Earnest Money Deposit will not carry any interest.

(b) The EMD may be forfeited if

- (i) The bidder withdraws the Bid after Bid opening during the bid validity;
- (ii) The bidder does not accept the correction of the Bid-Price, pursuant to any arithmetic errors;
- (iii) The successful Bidder fails within the specified time limit to
 - a) sign the Agreement and
 - b) furnish the required performance Guarantee
- (iv) the bidder submits more than one bid

17 Alternative Proposals by Bidders

- 17.1 Conditional offer or Alternative offers will not be considered in the process of tender evaluation.

18 Format and Signing of Bid

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

19 Amendment of Bidding Documents

- 19.1 Before the deadline for submission of bids, the Employer may modify the bidding documents by using addenda.
- 19.2 Any addendum thus issued shall be part of the bidding documents and shall be communicated in writing or by cable to all the purchasers of the bidding documents. Prospective bidders shall acknowledge the receipt of each addendum by cable to the Employer.
- 19.3 To give prospective bidders reasonable time in which to take an addendum in to account in preparing their bids, the Employer shall extend as necessary the deadline for submission of bids.

20. Submission of Bids

Bidders who wish to participate in the tender 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 bidder may contact the following address:

(n) code Solutions,
A Division of GNFC,
301 GNFC Infotower,
Bodakdev, Ahmedabad.
Tel. 91 79 26857316/17/18
Fax: 91 79 26857321

Mobile: 9327084190 / 9898589652.

E-mail: nprocure@gnvfc.net.

The accompaniments to the tender documents as described under Clause 4.2 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 of each page in token of acceptance of Tender Conditions and shall have to be forwarded subsequently so as to reach the office of Superintendent Engineer (M) within 7 days of opening of the tenders without fail.

20.1 The envelopes shall be addressed to:

- a) Supdt. Engineer (M)
Deendayal Port Authority
Mechanical Division,
Room No. 2,
Port & Customs bldg.,
New Kandla,
Gujarat-State

b) Bear the following identification:

Accompaniments for **"Build, Operate and Maintain of 10 nos. of 120 T capacity each Automated road weighbridges on Revenue Sharing basis at DPA for a period of 10 years and buy-back of 10 nos. of existing Road weighbridges of DPA"**

Bid reference No. **ML/WK/4013-II**

Name and address of the bidder.

21. Deadline of Submission of the Bids

21.1 Bids must be received by the employer in On-Line System at websites <https://kpt.nprocure.com> not later than **11/10/2022** upto **1430 hrs**.

21.2 At the time of submission of the tender document, the Bidder shall give an undertaking that no changes have been made in document. The uploaded version of the Port Tender Document at <https://kpt.nprocure.com> websites 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 Bidder, the conditions mentioned in the Port's uploaded document on <https://kpt.nprocure.com> websites shall prevail.

21.3 The employer may extend the deadline for submission of bids by issuing an amendment on DPA website as well as on <https://kpt.nprocure.com> 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.

21.4 In case of tender documents 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. Any discrepancy is noticed at any stage between the port's tender document

uploaded on <https://kpt.nprocure.com> and the one submitted by the Tenderer, the conditions mentioned in the port's tender document uploaded on <https://kpt.nprocure.com> shall prevail. Besides, the Tenderer shall be liable for legal action for the lapses.

22 Late Bids

- 22.1 After the deadline of submission of bid, the bids cannot be submitted in the On-Line System.

23 Modification and Withdrawal of Bids

- 23.1 Bidders may modify or withdraw their bids before the deadline of submission of bid or extension if any.
- 23.2 No Bid can be modified after the last date for submission of Bids.
- 23.3 Withdrawal or modification of a Bid between the deadline for submission of bids and the expiration of the original period of bid validity including extension, if any, may result in the forfeiture of the Bid security i.e. EMD.

E. Bid Opening and Evaluation

24 Bid Opening

- 24.1 On the due date and time, the employer will first open Technical bids of all bids received including modifications.
- 24.2 In the event of the specified date for Bid opening being declared a holiday by the employer, the Bids will be opened at the appointed time on the next working day at the same time.
- 24.3 If any Bid contains any deviation from the Bid documents and / or if the same does not contain Bid security i.e., EMD and tender fees in the manner prescribed in the Bid documents, then that Bid will be rejected and the Bidder will be informed accordingly.
- 24.4 The bids which are technically qualified, their financial bids will be opened. The date of opening of financial bid will be declared in the <https://kpt.nprocure.com> and www.deendayalport.gov.in.
- 24.5 The price bid i.e., BOQ will be opened only those bids qualify technically.

25 Clarification of Bids

- 25.1 To assist in the examination and comparison of Bids, the employer may, at his discretion, ask any Bidder for clarification of his Bid, including breakup of unit rates. The request for clarification and the response shall be in writing, but no change in the price of substance of the Bid shall be sought, offered, or

permitted.

- 25.2 No Bidder shall contact the employer on any matter relating to his bid from the time of the bid opening to the time the contract is awarded.
- 25.3 Any effort by the Bidder to influence the employer's bid evaluation, bid comparison or contract award decisions, may result in the rejection of his bid.

26 Examination of Bids and Determination of Responsiveness

- 26.1 Prior to detailed evaluation of Bids, the employer will determine whether each Bid
 - (a) has been properly digitally signed,
 - (b) meets the eligibility criteria defined
 - (c) is accompanied by the required E.M.D fees and tender fees;
 - (d) is responsive to the requirements of the Bidding documents.
 - (e) GST number to be quoted invariably by the bidder.
- 26.2 A substantially responsive Technical and Financial Bid is one which conforms to all the terms, conditions and specification of the Bidding documents.
- 26.3 If a Technical Bid is not substantially responsive, it will be rejected by the employer, and may not subsequently be made responsive by correction or withdrawal of the non-confirming deviation or reservation.

27 Evaluation and Comparison of Bids

- 27.1 The employer will evaluate and compare only the Bids determined to be responsive.
- 27.2 In evaluating the Bids, the employer will determine for each Bid the evaluated Bid price by adjusting discounts, if any.
- 27.3 If in the opinion of Engineer-In-Charge, the rate quoted by successful bidder is abnormally high/low compared to the estimated cost of the work, the employer may ask the bidder to produce detailed price analysis for all items of the bill of quantities.

F. Award of Contract

28 Award Criteria (Superseded as per Clause No. 3 of Section-III)

29 Employer's Right to accept any Bid and to reject any or all.

The employer reserves the right to accept or reject any bid and to cancel the bidding process and reject all bids without assigning any reasons, at any time prior to the award of contract, without thereby incurring and liability to the

affected bidder or bidders of the grounds for Employer's action.

30. Letter of Acceptance:

The Chief Mechanical Engineer will issue the Letter of Acceptance (Form No.8) intimating the successful bidder about the proposed pre-acceptance of tender.

31. Notification of Award and Signing of Agreement

- i) The Bidder whose Bid has been accepted will be notified for the award by the employer prior to expiration of the Bid validity period by confirmation in writing. In this letter (hereinafter and in the Conditions of Contract called the "Letter of Acceptance") the contract amount, completion period of the work, etc. will be mentioned in line with the tender conditions.
- ii) The notification of award will constitute the formation of the Contract subject to the furnishing of a performance security in accordance with the provisions of tender condition.
- iii) The Agreement will be submitted by successful Bidder within 14 days (National Bid) 28 days (Global Bid) of issue of the notification of award (Letter of Acceptance). The agreement will incorporate all correspondence between the employer and the successful bidder.

32. Contract Agreement:

32.1 The agreement on stamp paper shall be furnished by the Contractor as per the following guidelines within 14 days (National Bid) 28 days (Global Bid) from the date of issue of Letter of Acceptance.

- i) The successful Bidder will be required to execute an agreement at his expense on Three Hundred Rupees (Rs.300/-) Non-Judicial Stamp Paper in the proper departmental format (Form 12) for the due and proper fulfillment of the contract within 14 days (National Bid) 28 days (Global Bid) from the date of Letter of Acceptance.

32.2 Pending preparation and execution of the contract agreement as above, the tender submitted by the Contractor together with Chief Mechanical Engineer's letter/fax accepting the tender shall constitute a binding contract between the Board and the Contractor.

32.3. The contract period shall be reckoned from the date of issue of Work-order to commence the work. Party has to submit the followings after issue of LOA as:

- i) The original agreement as per the format attached with the tender should be executed on a stamp paper of appropriate value (at present Rs.300/-)
- ii) The Agreement should be submitted in duplicate and the date of execution is to be kept blank.

- iii) Each page of the document is to be signed by the Contractor/ his authorized representative by indicating his full name.
- iv) If the Contractor is a partnership firm, then a copy of the Partnership Deed and in case it is a Company, a copy of Memorandum and Articles of Association along with Registration Certificate is to be submitted.
- v) If the agreement is signed by a Partner/ a Director/ an authorized person of the firm, in such case, a certified true copy of the power of attorney/ letter of authority given by the firm/ company to the signatory of the Contractor firm is to be submitted.
- vi) The entire agreement should be in type written form/ computer printed form.
- vii) Leaving blanks and insertion of some contents of the agreement with hand writing should be avoided.
- viii) All corrections/ additions made in the agreement are to be initialed.

33. Performance Security (Sub-clause 1) & 2) Superseded as per Clause No. 13 of Sec-III)

Security deposit shall consist of two parts; a) Performance Guarantee to be submitted after issue of LOA.

- 1) Performance Guarantee shall be 10% of the contract price, of which 5% of contract price should be submitted as Performance Guarantee in form of Bank Guarantee, or Demand Draft within 21 days on receipt of Letter of Acceptance and balance 5% to be recovered as Retention Money from Running Bills. Recovery of 5% Retention Money to commence from the First RA Bill onwards @ 5% of the Bill Value from each Bill. Retention Money will be refunded within 14 days from the date of payment of final bill. Balance SD will be refunded immediately not later than 14 days from completion of defect liability period.
- 2) Successful Bidder has to submit the Performance security @ 5% of Contract price within 21 days of receipt of Letter of Acceptance, failing which the work will not be awarded and the Bid Security i.e., EMD will be forfeited.
- 3) The Port Authority will also be at liberty to deduct from performance guarantee or from any sums of money due or that may become due under any contract with the contractor that may become due to the employer. This is without prejudice to the rights of the employer under the terms of the contract. The Bank Guarantee is required to be dispatched by the issuing bank directly to The Employer by Registered AD Post.
- 4) Failure of the Successful Bidder to comply with the requirements as

mentioned above shall constitute sufficient grounds for cancellation of the award of work and forfeiture of bid security i.e. EMD.

- 5) The bank guarantee towards performance guarantee cum security deposit will be accepted in the form of bank guarantee from any nationalized bank / scheduled bank (except Co-operative Bank) having is branch at Gandhidham.
- 6) The Port Authority may at their option forfeit the Performance Guarantee cum Security Deposit if the contractor fails to carry out the work or perform or observe the conditions of contract.
- 7) In case of submission of fraudulent documents with regard to Bank Guarantee against Performance Security by the bidder shall be treated as major violation of the Tender procedure and in such cases, the EMD will be forfeited apart from Black listing the firm for the next three years.
- 8) The balance Performance Guarantee cum Security Deposit (balance) will be released after successful completion of entire contract period.
- 9) If applicable, the documentary evidence (copy of paid Challan in Govt. Treasury) of Welfare cess @1% of work done or as amended by Statutory Authority from time to time, paid on final bill shall be submitted before releasing the Performance Guarantee

34. Issue of Work Order

Work order will be issued indicating the Contract value, completion period etc. after submission of:

- (i) Performance Security Deposit,
- (ii) Contract Agreement on Non-Judicial Stamp Paper of Rs. 300/- by the successful bidder as per Tender Conditions.
- (iii) Deposit an amount of **Rs. 1,54,93,475.00 * (plus taxes extra)**, towards depreciated value of DPA's 10 nos. of existing weighbridges within a period of 15 days of issuance of LOA in Demand Draft/ Bankers Cheque drawn in favor of FA & CAO, Deendayal Port Authority, Gandhidham.

** The updated depreciated book value of DPA's 10 nos. of existing weighbridges shall be intimated at the time of issue of Letter of Acceptance LOA to the successful bidder.*

35. Time Schedule

The Contract shall be effective from the date of issue of Work-Order and the work shall be completed within specified completion period.

36. Corrupt or Fraudulent Practices

- 36.1 The employer requires that Bidders/Suppliers/Contractors under this contract,

observe the highest standard of ethics during the procurement and execution of this contract. In pursuance of this policy, the employer:

- (a) defines the following for the purpose of these provisions:
 - (i) "Corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution; and "fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the employer, and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the employer of the benefits of free and open competition.
- (b) will reject a proposal for award of work if he determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question.
- (c) Will declare a Bidder ineligible, either indefinitely for a stated period of time, to be awarded a contract/contracts if he at any time determines that the Bidder has engaged in corrupt or fraudulent practices in competing for or in executing, the contract.

37. Conditions for bid submission by JV

Companies/Contractors may jointly undertake contract/contracts. The number of partners in JV/Consortium shall be limited to maximum of three. Each entity would be jointly and severally responsible for completing the task as per the contract, however declaration of the Lead member (JV has to designate one partner as Lead Member in their MOU) to be indicated by bidders. The firms with at least 26% equity holding each are allowed to jointly meet the eligibility criteria.

- 1) A legally binding Joint venture / Consortium Agreement signed by authorized signatories of all the partners of the JV/Consortium, as per the proforma at Tendering Form of section IV shall be enclosed with the bid. Lead partner should have supplied at least 10 road weighbridges, out of which 60% i.e., 06 nos. must be Automated / Unmanned type road weighbridges each of 80 MT or above capacity, 'or', have executed at least one similar work costing Rs. 8.41 Crores as per Minimum Eligibility Criteria.
- 2) Power of attorney duly executed and signed by legally authorized signatories of all the partners, authorizing the Lead Partner (a) to submit bid, negotiate and conclude contract and incur all liabilities therewith on behalf of the partner(s) of the JV/Consortium during the bidding process; and (b) in the event of a successful bid, to incur liabilities and receive instructions for and on behalf of the partner(s) of the JV /Consortium and to carry out the entire execution of the contract including payment, exclusively through Lead Partner, as per the proforma at Tendering Form

of Section IV, which shall be duly authenticated by a notary public or equivalent certifying authority, shall be enclosed with the bid.

- 3) The bid and in the case of the successful bidder, the Agreement, shall be signed and / or executed in such a manner for making it legally binding on all partners (including operative parts of the ensuing Contract in respect of Agreement of Arbitration, etc.). The Contract shall be signed by legally authorized signatories of all partners.
- 4) The Lead Partner shall be authorized to receive instructions for and on behalf of the partners of the Joint venture and entire execution of the Contract including payment shall be carried out exclusively through the Lead Partner. A Statement to this effect should be included in the Joint Venture Agreement.
- 5) All partners of the Joint Venture shall be liable jointly and severally for the execution of the Contract in accordance with the Contract terms, and a Statement to this effect should be included in the Joint Venture Agreement.
- 6) Bid Security as required shall be furnished by Lead Member of Joint venture.
- 7) Performance Guarantee, as required, will be furnished by Lead Member of Joint venture.
- 8) Participation by a firm in more than one JV /Consortium is not permissible. A firm who submits bid on individual capacity is not eligible to be a partner of a JV /Consortium. In case a firm's name appears, in more than one bid then both application may be rejected.
- 9) Each partner must submit the complete documentation, or portions applicable thereto, required qualifying the firm for bidding.
- 10) All the partners of the JV/Consortium shall be jointly and severally liable for due performance, recourse/sanctions within the joint venture in the event of default of any partner and arrangements for providing the required indemnities.
- 11) Notwithstanding demarcation or allotment of work among the partners, each partner shall be liable for non-performance of the whole contract irrespective of their demarcation or share of work.
- 12) The Lead Partner shall be authorized to act on behalf of the JV/Consortium.
- 13) All the correspondences between the Employer and the contractor shall be routed through the Lead Partner.
- 14) In the event of default by the Lead Partner, it shall be construed as default of the Contractor; and Employer will take action under relevant clause(s)

of the Bid Document and/or General Terms and Conditions of Contract.

- 15) An undertaking that all the partners are jointly and severally liable to the Employer for the performance of the contract shall be enclosed with bid.
- 16) In the event of any partner leaving the JV, it shall be intimated to the Employer within 30 days by other partner(s). Failure to do so shall be construed as default of the contractor and the Employer may take action under relevant clause(s) of the Bid Document and/or General Terms and Conditions of Contract.
- 17) The contractor shall not alter its composition or legal status without the prior written permission of the Employer. Failure to do so shall be construed as default of the contractor and the Employer may take action under relevant clause(s) of the Bid Document and/or General Terms and Conditions of Contract.
- 18) One of the partners of JV/Consortium should have downloaded the bid documents.
- 19) Other conditions of JV/ Consortium:
 - a) Bids Submitted by Consortium: Any bid not accompanied by MOA shall be rejected by the Employer as being non responsive and not a valid legally binding offer (not legally binding on the Consortium members as the bidder consortium has not come into existence on the date of bid submission) and hence nonresponsive.
 - b) Eligibility/Qualification requirements for Bidders: Bids may be submitted by a sole bidder or a consortium of maximum three firms/parties [including leader & member(s)].

The division in scope of work between consortium members shall be commensurate with their past experience. The overall project management shall be performed by the leader. The member of consortium shall assume responsibility jointly and severally and shall submit agreement/MOA along with the Bid clearly defining the scope and responsibility matrix of each member along with nomination of the leader. This agreement/MOA must remain in force till time for completion plus defect liability period for the facilities.

In case bidder has an experience as a consortium member and such member has executed a job within its scope as a member of the consortium, which is required as experience as per the technical eligibility requirement stated herein above, the same will be considered. Appropriate documentary evidence to establish this is to be submitted towards such experience.

- c) Turnover: In case of consortium, each consortium member should have turnover not less than in proportion to their share of work in terms of value as envisaged in their tender and the cumulative turnover of the consortium should not be less than the amount as mentioned above.
- d) Integrity Pact: If the Bidder / Contractor is a partnership firm or a consortium, the Integrity Pact shall be signed by all the partners or consortium members.
- e) Bank Account details of each members of Consortium should be submitted with the bid. Also, GST registration of each members of Consortium should be submitted with the bid.

**Signature & Seal
Of Contractor**

**Supdt. Engineer (M)
Deendayal Port Authority**

SECTION – II

GENERAL CONDITIONS OF CONTRACT

GENERAL CONDITIONS

1. Definitions

In the Contract (as hereinafter defined) the definition of the following words and expressions shall have the meanings hereby assigned to them except where the context otherwise requires:

- a. **"Employer"** means the Board of Deendayal Port Authority, a body corporate under Major Port Authorities Act, by notification issued by the Government of India, acting through its Chairman, Dy. Chairman or Chief Mechanical Engineer or any other officers so nominated by the Board.
- b. **"Contractor"** means the person or persons, firm, corporation or company whose tender has been accepted by the employer and includes the Contractor's servants, agents and workers, personal representatives, successors and permitted assigns.
- c. **"Contract"** means and includes Tender Documents, Instructions to Bidders, General Conditions of Contract, Drawings, Specifications, and Schedules etc., any amendments thereto, Bid, Letter of Acceptance, Contract Agreement and the work order.
- d. **"Contract Price"** means the total sum of money to be paid by the employer to the contractor on timely completion of the contract work as per Contract including payment for extra work, i.e. as per defined and applicable items of the terms of payment, including any taxes and excise duties to be paid to state or central Government, except GST.
- e. **"Specifications"** means the specification referred to in the tender documents and any modifications thereof or additions thereto or amendments thereto as may be from time to time be furnished or approved in writing by the employer.
- f. **"Chief Mechanical Engineer"** shall mean the Chief Mechanical Engineer of Deendayal Port Authority.
- g. **"Work" or "Works"** shall mean the whole of the plant and materials to be provided and work to be done executed or carried out by the contractor under the contract.
- h. The **"Site"** shall mean the whole of the premises, buildings and grounds in or upon which the system or works is or are to be provided, executed, erected, done or carried out.

- i. The **"Schedule"** shall mean the schedule or Schedules attached to the specifications.
- j. The **"Drawings"** shall mean the drawings, issued with the specification which will ordinarily be identified by being signed by the Chief Mechanical Engineer and any further drawing submitted by the contractor with his tender and duly signed by him and accepted or approved by the Chief Mechanical Engineer and all other drawings supplied or furnished by the contractors or by the Chief Mechanical Engineer in accordance with these contract conditions.
- k. **"Trials" and "Tests"** shall mean such trials and tests as are provided for in these conditions of contract and described in the specification and shall include all other tests to be carried out as per the requirement of the 'employer'.
- l. **"Approved" or "Approval"** shall mean approval in writing.
- m. **"Engineer-in-charge/Nodal officer"** shall mean any Officer authorized by Chief Mechanical Engineer for purpose of this contract.
- n. **"Day"** means calendar days, **"months"** are calendar months
- o. **"Equipment"** is the contractor's machinery and vehicles brought temporarily to the site to construct the works.
- p. **"Material"** is all supplies, including consumables, used by the contractor for incorporation in the works.
- q. **"Plant"** is any integral part of the works which is to have mechanical, electrical, electronic or chemical or biological function.

2.0 Use of Contract Document:

The Contractor shall not, without prior consent, make use of any document except for the purpose of performing this contract.

3.0 Change Orders:

At any time during the execution of the contract, by a written notice to the Contractor, changes may be made in the general scope of contract. The Engineer-In-charge (EIC), with due approval of competent authority, may make any changes in the quality and/or quantity of the work or any part thereof that may, in his opinion, be necessary and for that purpose the Engineer In-charge shall have the power to order the Contractor to do and the Contractor shall do any of the following:

- a. Increase or decrease or split the quantity of work included in the contract,

- b. Omit any such work,
 - c. Change the character, quality or kind of any such work,
 - d. Change the dimensions of any such work,
 - e. Change in Location
- f. Execute additional work of any kind necessary for completion of the work under the contract, and no such change shall in any way vitiate or invalidate the contract but the cost, if any, arising out of all such changes shall be taken into account in ascertaining the total amount of the contract price. Where the rate is available in the contract and the same is applicable to the additional work, in the opinion of the EIC, the cost of the additional work shall be determined as per this available rate. But, if the rate for additional work is not available in the contract, the same shall be determined by the EIC taking into account the market rate and labour cost at the site for similar works and shall be final.
- g. Deviations from the specifications as contained in the tender agreement including the make / model, shall not be accepted. In case of any such deviation, payment shall not be made for that part of the work / item, even if it is meeting the functional requirements and has been accepted by the purchaser. The payment for such portion of the work / item can only be released if the contractor makes good the deviations before the expiry of the warranty period so as to meet the specifications of the tender agreement in all respects.

4.0 Resolution of Dispute

- a) The Board and the Contractor shall make every effort to resolve amicably by direct informal negotiations, any disagreement or dispute arising between them in connection with the contract. However, in case of failure of negotiation between the Board and the Contractor, the parties shall refer their present and future disputes relating to the contract itself or arising out of or concerning or in connection with or in consequence of the contract to the Chairman, DPA whose decision shall be final and binding on both the parties. The contract shall be governed by the Indian Contract Act, 1972.
- b) Jurisdiction of Courts: All such disputes, which could not be settled at the intervention of Chairman, DPA, shall be subjected to the jurisdiction of the courts at Gandhidham.

5.0 Force Majeure:

- 5.1** In the event that the Contractor is delayed in performing its obligations in the contract, and such delay is caused by force majeure including war, civil resurrection, strikes (other than the strike solely by the Contractor's men), fire, flood, epidemics, earthquakes, extremely adverse climatic conditions, such

delay may be excused and the period of such delay may be added to the time of performance of the obligations without any addition to the contract price.

- 5.2** If a force majeure situation arises, the Contractor shall promptly notify the Board in writing of such condition and the cause thereof, **but not later than 7 days from it's occurrence**. Unless otherwise directed by the Board in writing, the Contractor shall continue to perform its obligations under the contract as far as reasonably practicable. The Contractor shall demonstrate to the Board's satisfaction that it has used its best endeavor to avoid or overcome such causes of delay and the parties will mutually agree upon remedies to mitigate or overcome such causes of delay without having any right to any claim on account of such force majeure.
- 5.3** In any other situation, which is beyond the reasonable control of the Contractor in the opinion of the Engineer In-charge, and where the Contractor has promptly notified the Board in writing about such situation, it may be considered as "Force Majeure" situation.

6.0 Compliance with Statutes, Regulations:

The Contractor shall comply in all respects, with all statutes and regulations as may be necessary, including clearance from State/Central govt. authorities, Pollution Control Boards, labour enforcement and local authorities. The Contractor shall, at all times during the continuance of the contract, so far as it may be necessary, comply with all the existing enactments including Central and State legislation as well as any by-laws of any local authorities regarding labour, particularly the Minimum wages Act, Factories Act, Workmen's Compensation Act, Employees' Provident Fund and Family Pension Fund Act, Employees' State Insurance Act, Contract Labour (Regulation and Abolition) Act, Payment of Wages Act, Maternity Benefit Act, National and Festival Holidays Act, Shop and Establishment Act, The Apprentice Act and keep DPA indemnified against any loss or claim arising out of contravention of the provisions of the above said enactments by the Contractor. The price quoted by the Contractor in the Bill of Quantity shall be deemed to include all expenses whatsoever the Contractor may be required to incur for the compliance with the provisions of the above said legislation. The Contractor shall make necessary arrangements for DPA to witness the payment made by the Contractor to his staff and labour.

7.0 Payment Terms: (Modified as per Clause No. 4 of Section – III)

All payments shall be made in Indian rupees unless specifically mentioned. 95% monthly payment in respect of item executed/ supplied will be released after deducting 5% as retention money towards performance security.

NOTE:

The payment shall be made through RTGS /NEFT and the Contractor should be furnished following details:-

- Name of Party
- Account No.
- Branch Name
- Branch Station
- IFSC code of the bank
- MICR code
- Accepted for

Declaration by the party

:- NEFT payment or RTGS payment

Signature of the party with the seal

It is hereby informed that the details mentioned by the party is correct as per our records and any payment made by DPA to this account will be accepted either by RTGS/NEFT.

Signature of the bank manager with the seal.

9.0 Time Extensions:

The Contractor may claim extension of the time limits in case of;

- i) Changes ordered by Deendayal Port Authority.
- ii) In case work is delayed on DPA's Account e.g. non-availability of site clearance or any other reason, DPA will consider time extension of merit. However, no compensation will be paid to the Contractor if work is delayed on DPA's account. The Contractor shall submit the request for extension, within 30 days of occurrence of such delay in the prescribed format, clearly indicating the justification for such extension.
- iii) Force Majeure.
- iv) All the incidents of delay should be entered in the hindrance register which will be base for granting any extension.

10.0 Time is the essence of the contract:

Time is the essence of the contract and the Contractor shall ensure that all the obligations under the contract are completed within the agreed time schedule. The Contractor shall be solely responsible for all the delays including the delays caused by it's vendors. In case of delay in progress of the works, Deendayal Port Authority reserves the right to withhold the payment, cancel the contract unilaterally or complete the work departmentally.

11.0 Liquidated Damages: (Please refer Clause No. 8 of Section-III for supersession of this clause).

12.0 Variations:

12.1 Variation in Conditions of Contract:

In case of any variation in Instructions to Bidders (ITB), General Conditions of Contract (GCC) and the Special Conditions of Contract – if any special conditions of contract shall prevail. But in case of any requirement/condition specified in the Scope of Work, it shall prevail over all other conditions.

12.2 Variation in Quantities of Schedule – B (Superseded as per Cl. 12 of Sec-III):

The overall as well as individual variations shall be $\pm 30\%$ in quantity for which the rate quoted by the bidder and accepted by the employer shall be applicable.

13.0 Acceptance

Upon completion of work under this contract, the Board may accept the works and/or services after installation, if defects or shortcomings are not considered essential and, the Contractor agrees to make good the deficiencies in confirmation with this contract. No work shall be accepted before the Contractor clears the site of scraps, unused materials, work shed, equipment and all such materials which were used for execution of the work and not required any more at the work site. Also, the Contractor has to submit all the documents and final “as built” drawings as per the contract agreement without which no work shall be treated as complete.

Completion Certificate shall be issued by the employer after satisfactory completion of work as per tender and after taking trial.

**14.0 Guarantee:
(-Not Applicable-)**

14.1 The warranty period shall be valid up to six/twelve months (6 months for repairs and 12 months for new works including supplied items) with effect from the date of acceptance of the work and/or services, unless otherwise specified in the scope of work/Special Conditions of Contract (SCC).

14.2 The Contractor shall warrant the Board that the goods and services under this contract will comply strictly with the contract, shall be first class in every particular case and, shall be free from defects. The Contractor shall further warrant the Board that all materials, equipment and the supplies furnished by him will be new and fit for their intended purposes.

14.3 The Board shall promptly notify the Contractor in writing of any claim arising under this Warranty. Upon receipt of such notice, the Contractor shall promptly repair or replace the defective goods and/or services at no cost to the Board.

14.4 If the Contractor, having been notified, fails to rectify the defects in accordance with the contract, the Board may proceed to take such remedial action as may be necessary, at the Contractor's risk and cost.

15 Taxes GST:

Applicable GST on the taxable value of supply of Goods or Services or both covered in this tender/contract will be paid by Port on production of bill mentioning GSTIN. Applicable Statutory recoveries including TDS under Income Tax, TDS under GST acts will be deducted/ recovered while accounting for or making s to the Vendor as per the applicable laws.

Contractor / Service provider / Supplier etc. has to ensure timely and proper filling of GSTR 1 so that Deendayal Port Authority can avail input tax credit in timely manner. In case DPA not allowed input tax credit due to failure on part of the contractor/Service provider/Supplier etc., it will be a financial loss to the DPA and therefore same shall be recovered from the payment/deposit of the contractor/service provider/supplier.

Deduction of Income-Tax:

Income-Tax deductions and surcharge as applicable thereon shall be made good while making payments due to the contractor for carrying out the work and only net amount shall be paid as directed by the Central Board of Direct Taxes, Ministry of Finance, Government of India.

Rate &Tax:

The rates quoted by the contractor shall be deemed to be exclusive of the GST (CGST & SGST).

16.0 Deduction:

16.1 Deduction of taxes/income tax at source shall be made from the any bill of the Contractor in accordance with the prevailing rules of Govt.

16.2 While performing under the contract, the damages caused by the Contractor or his workers to any of the Port Trust property shall be promptly made good by the Contractor at his own cost. In case the Contractor fails to repair/replace the damage, Deendayal Port Authority shall have the right to take steps to makegood the damages and all the cost on this account shall be recovered from the bills of the Contractor or any money due to the Contractor from this contract or any other contract or any other transaction. In determination of the damage, the opinion of the Engineer-In-charge (EIC) shall be conclusive.

16.3 Any dues arising out of failure on the part of the Contractor to carry out any obligation under the contract shall be deducted from the bills of the Contractor or from any money due to the Contractor from this contract or any other contract.

16.4 -Deleted-

17.0 Subcontracts:

The Contractor shall not be allowed to engage any sub-contract for all or any part of this contract.

18.0 Idle Charges:

All efforts shall be made for timely supply of materials and/or equipment where it is included in the scope of Deendayal Port. However, the Contractor shall not be entitled to any idle charges for delay in supply of materials and/or equipment by the Port Trust. Further, in case of any delay due to stoppage of work ordered by the Port Trust to avoid interruption in other important activities of Port Trust or any other reason, the Contractor shall not claim any idle charges.

19.0 Personal Protective Equipment: (PPE)

The Contractor shall be solely responsible, at his own cost, for the supply of required PPE to his workers and staff and he shall also ensure the use of PPE such as helmets, nose masks, hand gloves etc. by his staff at site.

20.0 Conduct:

The Contractor, at all times during the tenure of contract, shall take all measures to prevent any unlawful, riotous or disorderly conduct by or amongst his staff at the site and for the preservation of peace and protection of persons and property at the work site as well as in the enactment of the works.

21.0 Accident:

The Contractor shall, within 24 hours of the occurrence of any accident, at or about the work site or in connection with execution of the contract, report such accidents to the Engineer-In-Charge giving all the details in writing. He shall also provide additional information about the accident as requested by the EIC.

22.0 Watch and ward:

During the execution of the contract, it shall be the responsibility of the Contractor to arrange watch and ward of the work including the raw materials, machine/equipment/system used for the work at his own cost till the date of acceptance of the work by Deendayal Port Authority.

23.0 Termination:

23.1 The Board may, without any prejudice to any other remedy for breach of contract, by written notice of default sent to the Contractor, terminate the contract in whole or in part:

- (i) if the Contractor fails to execute the work within the period as specified in the contract or any extension granted by the Board;
- (ii) if the Contractor fails to perform any other obligation under the contract and if the contractor does not cure the same after receipt of a notice of default, the nature of default as well as the time within which the default has to be cured by the Contractor.

23.2 In the event of Board's termination of the contract in whole or in part, the Board may execute the remaining work or procure goods similar to those undelivered by the Contractor and the Contractor shall remain liable to the Board for any excess cost for such works or goods and risks, if any.

23.3 The Board will pay the Contractor, for all the completed items, only after remittance of the amount by the subsequent contractor for the work. The payment shall be made only after all the afore-mentioned goods are supplied to and accepted by Deendayal Port Authority. The amount so decided by the Engineer-in-Charge in this regard shall be final and binding.

23.4 In case of termination of contract for default by the Contractor, the Board may not permit the Contractor to participate in any of the future tender of Deendayal Port Authority for a period decided by DPA.

23.5 The employer may terminate the contract if Contractor causes a fundamental breach of the contract.

23.6 Fundamental breaches of contract include, but shall not be limited to the following :

- a) The contractor stops work for 28 days and the stoppage has not been authorized by the Engineer-in-Charge or his nominee.
- b) The contractor becomes bankrupt.
- c) The contractor has delayed the completion of works by the number of days for which the maximum amount of liquidated damages can be paid as defined in the contract data and
- d) If the contractor, in the judgment of the employer has engaged in corrupt or fraudulent practices in competing for or in the executing the contract.
- e) For the purpose of this paragraph: "corrupt practice" means the offering, giving receiving or soliciting of anything of value to influence the action or public officials in the procurement process or in contract execution. "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the

detriment of the employer, and includes collusive practice. Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the employer of the benefits of free and open competition”.

- f) If the contract is terminated the Contractor shall stop work immediately, make the site safe and secure and leave the site as soon as reasonably possible.
- g) Any material lying at site will not be removed without the prior written permission of Engineer in Charge.

24. Arbitration Clause:

- (I) The Arbitration Award may be referred to a Conciliation Committees/ Councils comprising of independent subject expert in order to ensure speedy disposal of the case, as per Conciliation Act.
- (II) The award of the Conciliation Committee/ Council if agreed by both the sides may then be placed for consideration of the Board of Trustees of the Port subject to the delegation of power.
- (III) Except where otherwise provided in the contract, all questions and disputes relating to the meaning of the specifications, designs, drawings and instructions herein before mentioned and as to the quality of workmanship or materials used on the 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, designs, drawings, specifications, estimates, instructions, orders, or to the conditions or otherwise concerning the work or regarding the execution or failure to execute the same whether arising during the progress of the work or after the completion thereof as described hereinafter shall be referred to the Chairman for sole arbitration by himself or by any officer appointed by him.
- (IV) 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 of the Government, he had expressed views on all or any of the matters in dispute or of difference.

The arbitrator, who has 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.

- (V) 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.

- (VI) It is a term of this contract that only such questions and disputes as were raised during the progress of other work till its completion and not thereafter shall be referred to arbitration. However, this would not apply to the questions and disputes relating to liabilities of the parties during the guarantee period after completion of the work.
- (VII) It is a term of the contract that the party invoking arbitration shall give a list of disputes with amount of claim in respect of each said disputes along with the notice seeking appointment of arbitrator.
- (VIII) 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 –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 Trust shall be discharged and released of all liabilities under the contract in respect of these claims.
- (IX) It is also a term of the contract that the arbitrator shall adjudicate only such disputes/claims as 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.
- (X) The award of the arbitrator shall be final, conclusive and binding on all the parties to Contractor.
- (XI) The arbitrators from time to time, with the consent of both the parties, enlarge the time for making & publishing the award.
- (XII) Arbitration shall be conducted in accordance with the provisions of Indian Arbitration Act, 1996 or any statutory modifications or 32e-enactment thereof and rules made there under and for the time being in force shall apply to the arbitration proceeding under this clause.
- (XIII) 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.
- (XIV) It is also a term of a 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.
- (XV) Venue of the arbitration shall be such place as may be fixed by the arbitrator at his sole discretion.

25. Indemnification:

The Contractor shall indemnify, protect and defend at its own cost, Deendayal Port Authority and its agents & employees from & against any/all actions, claims, losses or damages arising out of

- a. any violation by the Contractor in course of its execution of the contract of any legal provisions or any right of third parties;
- b. Contractor's failure to exercise the skill and care required for satisfactory execution of the contract.

26 Engineer-in-Charge or his nominee's Decisions

Except where otherwise specifically stated, the Engineer-in-Charge or his nominee will decide contractual matters between the employer and the Contractor in the role representing the employer.

27 Delegation

The Engineer-in-Charge or his nominee may delegate any of the duties and responsibilities to other people after notifying the Contractor and may cancel any delegation after notifying the Contractor.

28 Communications

Communications between parties which are referred to in the conditions are effective only when in writing in letter / email. A notice shall be effective only when it is delivered (in terms of Indian Contract Act 1972).

29 Personnel

- 29.1 The Contractor shall employ the key personnel named in the Schedule of Key Personnel as referred to in the Contract Data to carry out the functions stated in the Schedule or other personnel approved by the Engineer-in-Charge. The Engineer-in-Charge will approve any proposed replacement of Key personnel only if their qualifications, abilities, and relevant experience are substantially equal or better than those of the personnel listed in the Schedule.
- 29.2 If the Engineer-in-Charge asks the Contractor to remove a person who is a member of the Contractor's staff of his work force stating the reasons, the Contractor shall ensure that the person leaves the Site within seven days and has no further connections with the work in the Contract.

30 Employer's Obligation

- i) Electricity, water and land for execution of the work at site shall be provided on payment of applicable tariff of the employer subject to availability. If DPA is unable to provide electricity and water the same will be arranged by the contractor at his own cost. Necessary meters should be installed by the

contractor at its own cost. Present Rate on 01.01.2022 as per SOR is mentioned below:

Electricity charges: - As per **Annexure-1** attached

Water Charges: - The Party has to make his own arrangement and at its own cost.

Land Charges: - Rs. 410.27 per sq. m. annual lease rental charge as on 01.01.2022 and time to time escalation thereof and revision from time to time and cabin rent to be paid to DPA @ Rs. 107.39 per sq. m or part thereof per month and its Escalation & revision time to time.

DPA will recover the charges as per its prevailing SOR from time to time

- ii) The employer will provide Port Trust Quarters on payment of applicable tariff & electricity charges of the employer subject to availability, during the tenure of contract.
- iii) Administrative support only, for obtaining clearance from any statutory authority, shall be provided by the employer.
- iv) Facilitating for issue of port entry passes to the staff engaged by successful bidder and their vehicles during the period of contract
- v) On successful completion of all the obligations under the contract and on the request of the Contractor, the employer shall issue a "Completion Certificate" with the approval of the Chief Mechanical Engineer, the employer.

31 Queries about the Technical Data

The Engineer-in-Charge or his nominee will clarify queries on the Technical Data.

32 Approval by the Engineer-in-Charge or his nominee.

The Contractor shall submit the Make of material, equipment's and specifications proposed Work to the Engineer-in-Charge or his nominee, who is to approve them subject to compliance with the Technical specifications and drawings.

The Engineer-in-Charge or his nominee's approval shall not alter the Contractor's responsibility for the work. All drawings prepared by the contractor for the work, if any, are subject to prior approval by the EIC before procurement/ execution.

33 Discoveries

Anything of historical or other interest or of significant value unexpectedly discovered on the site is the property of the employer. The contractor is to notify the employer or his nominee of such discoveries and carry out the instructions of employer or his nominee for dealing with them.

34 Access to the site

The contractor shall allow the Engineer in charge or his nominee and any person

authorized by him access to the site to any place where work in connection with the contract is being carried out or is intended to be carried out and to any place where materials or plant are being manufactured, fabricated and/or assembled for the work.

35 Instructions

The contractor shall carry out all instructions of the engineer or his nominee which comply with applicable laws where the site is located.

36 Safety

The Contractor shall be responsible for the safety of all activities on the Site.

37 Identification of Defects (-Not Applicable-)

The Engineer-in-Charge or his nominee shall check the work carried out by Contractor and notify the Defects found if any. The Engineer-in-Charge or his nominee may instruct the Contractor to rectify the Defect.

38 Correction of Defects (-Not Applicable-)

38.1 The Engineer-in-Charge or his nominee shall give notice to the Contractor of any Defects before the end of the Defects Liability Period (Guarantee Period), which begins at Completion and is defined in the Contract Data. The Defects Liability Period shall be extended for as long as Defects remain to be corrected.

38.2 Every time notice of a Defect is given the Contractor shall correct the notified Defect within the length of time specified by the Engineer-in-Charge or his nominee's notice.

39 Uncorrected Defects (-Not Applicable-)

If the Contractor has not corrected a Defect within the time specified, the Engineer-in-Charge or his nominee will assess the cost of having the Defect corrected, and the Contractor will pay this amount.

40 Employer's right of Rejection:

The employer shall reserve the right to reject a part portion or consignment thereof within a reasonable time after actual delivery thereof at the place of destination, if consignment is not in all respects in conformity with terms & conditions of the contract whether on account of any loss, deterioration or damage before dispatch or delivery or during transit or otherwise whatsoever.

41 Removal of Rejected goods: (-Superseded as per Clause No. 7 of Section -III)

Rejected goods shall under all circumstances lay at the risk of the contractor from the moment of rejection and if such goods are not removed by the contractor within 21 days from the date of intimation from the Engineer-in-Charge. Engineer-in-Charge may either return to the contractor at the risk and

cost of the contractor by such mode of transport as the Engineer-in-Charge may select or dispose off such material at the contractor's risk on his account and retain such portion of the sale proceeds as may be necessary to recover any expenses incurred in such disposals.

42 Use of Contract Document:

The Contractor shall not, without prior consent, make use of any document except for the purpose of performing this contract.

43 Memorandum of Settlement:

The Contractor shall not sign any memorandum of settlement with any agency such as Trade Unions etc. in any form at any level without the prior written permission of the employer in relation to any work under taken by him in the Port premises.

44 Deviations: (Pl. refer Clause No. 10 of Sec-III, for continuation of this clause)

The bidder must read the tender document carefully and prepare the bid for submission. It is important to note that deviations, if any, must be brought out clearly in the technical offer, which shall be examined by Deendayal Port Authority. If the deviation statement submitted by the bidder does not contain any item, then it shall be construed that the bidder has accepted the same and no request from the Contractor, for any change, shall be accepted by DPA at a later stage. In any case, no change in specifications given in the tender agreement shall be permitted. However, only in unavoidable circumstances, Deendayal Port Authority may consider such requests from the Contractor, provided the Contractor submits its request with adequate justification.

45 Approvals:

The Engineer-in-Charge shall give specific approval in writing within 7 Days to Contractor after written submission regarding Makes of Material to be used for the Contract and Drawings, if any to be furnished by the Contractor to Engineer-in-Charge for approval. Any corrections to be suggested by Engineer-in-Charge in drawings, the days taken for rectification in drawings shall be in account of the Contractor.

46. Third Party Inspection:

- i. The Third Party Inspection Agency shall be arranged by DPA and cost of Third Party Inspection mentioned below shall be borne by DPA.
- ii. The Third Party Inspection Agency will carry out approval of drawings if any, certification for releasing monthly payments as per payment terms of contract as per schedule/work.
- iii. The monthly payment of the contractor shall be released after certifying by the third party and copy of the same shall be produced by Contractor for releasing the payment as per Payment Terms.
- iv. The Third Party shall carry out inspection of work as per scope of work.
- v. All tests shall be carried out in the presence of the Engineer In-charge

or representative and any corrections found necessary shall be carried out accordingly.

- vi. All materials and equipments, which fail during the test, shall be replaced by the contractor without any extra cost to the Employer and the test shall be repeated on the new equipment/item. All instruments and tools required for tests shall be supplied by the contractor.

47 Bar Chart (-Not Applicable-)

48 Engagement of labour:

The contractor shall, unless otherwise provided in the Contract, make his own arrangements for the engagement of all staff and labour, local or other, and for their payment, housing, feeding and transport.

49 Police verification of contract labour

The Contractor who has been awarded the job through Work Order shall furnish necessary Police Clearance Certificate in respect of character and antecedents of all contract labourers engaged by them, before commencing the work at site.

This will be a part of Contractual Agreement, as entire Cargo Jetty, Oil Jetty area has been declared as "**Prohibited Area**". Contractor who would be awarded contract is required to comply with the above requirements.

Contractor shall obtain such Police Clearance Certificate from Police available against a nominal fee per Certificate and they will submit this Certificate giving Work Order reference on it, to the Office of the Engineer In Charge of respective Divisions, to be forwarded to Commandant, CISF which our Security Department along with request for issuance of Entry Passes.

The Contractor shall, if required by the Engineer-in-Charge, deliver to the Engineer-in-Charge a return in detail, in such form and at such intervals as the Engineer-in-Charge may prescribe, showing the staff and numbers of the several classes of labour from time to time employed by the Contractor on the Site and such other information as the Engineer-in-Charge may require.

a) Submission of Labour Reports by Every Fortnight :

The contractor shall submit, by the 4th and 19th of every month, to the Engineer-in-Charge a true statement showing, in respect of the second half of the preceding month and the first half of the current month respectively.

1. The number of laborers employed by him on the work.
2. Their working hours.
3. The wages paid to them.
4. The accidents that occurred during the said fortnight showing the circumstances under which they happened and the extent of damage and injury caused by them, and
5. The number of female workers who have been allowed Maternity

Benefit, according to clause 19 F and the amount paid to them, failing which, the Contractor shall be liable to pay to Government a sum not exceeding Rs. 200/- for each default or materially incorrect statement. The decision of the Engineer-in-Charge shall be final in deducting from any bill due to the contractor the amount levied as fine and be binding on the contractor.

b) No labour below 14 Years: No labour below the age of 14 (fourteen) years shall be employed on the work.

50 Registers to be maintained at site

1. Site order Book

A site order book is to be maintained by the contractor at the site. The work orders and instructions written in the site order book shall be deemed to have been legally issued to the contractor shall sign each entry in the site order book as a token of his having seen the same. The site order book shall be property of the Board and shall be handed over to the Engineer-in-charge of the work in good condition on the completion of the work or whenever required by the Engineer-in-charge or his authorized representative.

2. Hindrance Register

Every type of hindrance arising during the execution of work should be invariably recorded in the hindrance register. The Hindrance Register is to be maintained by the Engineer In Charge at the site. The contractor shall sign each entry in the hindrance Register as a token of his having seen the same. The Hindrance Register shall be property of the Board.

51 No damage, hindrance or interference to the Port activities:

The contractor shall be required to execute the work in such a manner as not to cause any damage, hindrance or interference to the Port activities and the work going on in the area. The contractor shall have to make good the loss at his own cost and risk all damages caused by his workmen to Port property and no extra payment shall be made to him on that account.

52 Tools & Tackles:

All the tools, tackles, bricks, cement, ladders etc. for executing the work will have to be arranged by the contractor at his own cost. Arrangement for storing the materials, tools etc. will also have to be made by him. The employer shall not be responsible for any theft/loss of any materials, tools, etc. stored/brought by the contractor for execution of work within the Port area.

53 Hot work

In case of carrying out any hot work such as gas cutting and welding necessary regulations, prevailing at Deendayal Port Authority for such works shall be observed by the Tenderer and necessary fire watch permit and No Objection

Certificate shall be obtained from the concerned authorities of the port and necessary charges at the scale of rate prevailing in the port at that time shall be paid by the contractor.

54 Indian Dock Safety Regulations

Necessary Indian Dock Safety Regulations for the safety purpose shall be adhered to by the contractor and he will be held responsible for any violation of the same.

55 Valid Electrical Contractor License and Electrical Supervisor Certificate: (--Deleted--)

56 Action where no Specifications are specified

The work shall be carried out in all respects in accordance with the instructions and requirements of the Engineer-in- Charge.

57 Undertaking by the Contractor:

Having understood all the terms and conditions of the tender document and having assessed the site conditions, we hereby confirm that the price offered by us is a firm price and excluded GST, duties etc. and all incidental charges.

58 The contractor shall have to obtain necessary license from the Assistant Labour Commissioner (Central), Gopalpuri, Kachchh in case he has to engage 10 or more workers on any day during the execution of work.

59 Integrity Pact

The bidder has to execute Integrity pact agreement with Deendayal Port Authority(As per agreement enclosed). Shri S K Sarkar, IAS (Retd.) & Shri Saurabh Chandra, IAS (Retd.), have been appointed as Independent External Monitor Integrity Pact, whose address is as under:

Shri S K Sarkar, IAS (Retd.),
B-104, Nayantara Aptt.,
Plot 8 B, Sec 07, Dwarka,
New Delhi - 110 075.
Mobile No. 98111 49324
E-mail: sksarkar1979@gmail.com

Shri Saurabh Chandra, IAS (Retd.)
A-9, Sector 30,
NOIDA (UP)
UP- 201301
Mobile No. 9871322133
Email: saurabh7678@yahoo.co.in

The bidder has to sign and seal and uploads the scanned copy of Integrity Pact form (as per agree form enclosed) along with the Technical Proposal as token of acceptance. Original hard copy of the along with the tender documents shall have to forwarded subsequently so as to reach the Superintending Engineer (M), within 7 days of opening of the tender failing which tender shall be considered irrelevant However, the Agreement is to be executed during the issuance of Pre-Acceptance letter.

**Signature & Seal
Of Contractor**

**Supdt. Engineer (M)
Deendayal Port Authority**

SECTION-III SPECIAL CONDITIONS OF CONTRACT

The following Special Conditions of Contract shall supplement and /or amend the General Conditions of Contract as mentioned against the clause. Wherever there is a conflict, the provisions herein shall prevail over those in the General Conditions.

1. Order Acceptance:

The firm shall give unequivocal acceptance of the LOA within 7 days of receipt of the same.

2. Contract Prices:

The rates quoted shall be inclusive of packing and forwarding, transportation, insurance and all statutory levies excluding GST and shall remain firm & final till satisfactory completion of entire work and taking over of the same by the Deendayal Port Authority as per terms and conditions of the contract.

The rate quoted shall not be variable due to amendment of tax laws or on account fresh taxes, levies, duties by the Central / State Govt. or any local authority etc. except GST tax rate as per Special Conditions No. 7.

3. Award Criteria: The clause no. 28 of Section-I is superseded as under:

The employer will award the work to the bidder whose bid has been evaluated to be techno – commercially responsive, and the lowest total quoted rate of Sr. No. 1 as in BOQ, subject to submission of agreement, performance security and deposit of depreciated value of the assets as per clause no. 34 (iii) of Section-I.

As mentioned under Note of BOQ, the rates shall be quoted taking 10 existing weighbridges together and the quoted rate shall be either equal to or below the ceiling rate of Rs. 3.00/- per ton.

In case two or more bidders have quoted same rate, both (all) of them shall be asked for discount offer in the quoted rate, separately by DPA management. And the lowest rate shall be awarded the work subject to submission of agreement and performance security.

4. Payment: The clause no. 7 of Section-II is superseded as under:

4.1 All payments shall be made in Indian rupees unless specifically mentioned.

NOTE:

The payment shall be made through RTGS /NEFT and the Contractor should be furnished following details:-

Bank Payment Agreement Form

- a. Name of Party
b. Account No.
c. Branch Name
d. Branch Station
e. IFSC code of the bank
f. MICR code
g. Accepted for
Declaration by the party
- :- NEFT payment or RTGS payment

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

Signature of the party with the seal

Declaration by the bank

It is hereby informed that the details mentioned by the party is correct as per our records and any payment made by DPA to this account will be accepted either by RTGS/NEFT.

Signature of the bank manager with the seal.

- 4.2** No Advance payment will be made.
- 4.3** The contractor will raise bill at the accepted rate per ton, on monthly basis based on weighment made by each of the weighbridges during the billing period with required documentary evidences alongwith statement of details decided by the Mechanical Engineering Department. Traffic Department shall verify the weighment of the weighbridges and submit to Mechanical Engineering Department. Third Party Inspection & certification shall be arranged by Mech. Engineering Department for certification of payment to be made to the contractor. The payment shall be made by Mechanical Engineering Department based on the verified report of Traffic Deptt. & certification of TPI agency.

The format of the statement and requirement of documentary evidence will be changed as per the requirement from time to time.

- 4.4** All the charges for use of the automated weighbridge(s) (to be supplied, installed, operated and maintained by the contractor) shall be recovered by DPA directly from the users of the weighbridge facilities. The contractor shall be paid per ton rate quoted by the contractor and accepted by DPA within 15 days from the date of submission of claim by the contractor. Any delay in this regard will

not attract any interest payable by DPA.

- 4.5** Income tax and any other taxes at the prevailing rates shall be deducted from the bill and only the net amount shall be paid to the party through Bank for which the firm shall furnish their Bank A/c details.
- 4.6** The Engineer-in-charge will be entitled to deduct or adjust any sum of money payable by the contractor to the Board under the terms of any contract executed by him or on behalf from their security deposit or from any sum that may become due from the present contract.
- 4.7** Payment shall be made on monthly basis through RTGS against submission of bills in triplicate during contract. Income tax and surcharge and any statutory deduction thereon at applicable rates shall be made at source.
- 4.8** If the contractor fails to make payment due to DPA under this contract or any contractor, DPA will be adjust the same from the payment due to the contractor.
- 4.9** The contractor shall note that no interest be payable by the Employer for any Delayed Payments unless otherwise stipulated in tender.
- 4.10** The contractor should submit the bill every month along with the details of payment to the engaged staffs viz., Name of the employee, Net amount credited into bank, name of the Bank and date on which the amount was credited into the bank. The contractor must certify that the payment to the employees provided by him have to be credited to concerned individual bank.
- 4.11** If applicable, the payment from 2nd bill to pre-final bill, shall be released, subject to the condition that the documentary evidence (copy of paid challan in Govt. Treasury) of the Welfare Cess @1% of work done or as amended by Statutory Authority from time to time, paid to concerned authority is submitted for the previous bill.

5. Insurance: The clause no. 8 of Section-II is superseded as under:

All manpower to be posted at site area shall be insured under the Workmen Compensation Act. It will be entirely the consultant's responsibility to take required steps to adequately safeguard the personnel and to ensure that the work is carried out in such a manner that maximum safety to the personnel is assured. The consultant shall follow all precautions as required for safety of workman by ILO regulations, etc.

No claim/compensation of whatsoever nature shall be entertained by the DPA for any loss of property or injury or loss of life during the occurrence of any accident to the contractor's staff/officials. Contractor is required to get insurance for his staff and property at own cost.

6. Contract Period:

- 6.1** The period of the contract shall be ten (10) years from the date of issue of Work-order. This contract shall be valid for period of ten (10) years period and extendable for a further period of three years on the same rates and terms and conditions on mutual consent. In such case, contractor shall extend the validity period of BG accordingly.

7. Rejection (this clause is in supersession of Cl. No. 41 of Sec-II):

Substitution, changes or delays shall not be accepted unless confirmed by DPA. Rejected materials, if any, shall have to be collected from site within two week after receipt of intimation.

8. Penalty (This clause is in supersession of clause no. 11 of Section-II) (I) Availability

The contract is required to maintain 95% individual availability of the installed (by the contractor) weighbridges in operation condition in a month.

(A) = Number of possible weighbridge hour in a month (24 hour may be taken if the Port operation in 3 shifts.)

B = In every month one days per weighbridge is to be taken by Contractor for preventive maintenance i.e. 12 days per annum for each weighbridge. If required when the weighbridge is not in Traffic operation, that period may be considered by Contractor for maintenance. The allotment of maintenance days to the contractor subject to Traffic demand as decided by EIC.

C= Net hour of weighbridge after planned or preventive maintenance in a month.

D= 95% of hour the weighbridges should work in a month.

E= Actual availability of weighbridge hours.

F= Short fall in hours during the month.

G= Penalty @Rs: 500/- per weighbridge per hour and part thereof per weighbridge without any upper ceiling.

Penalty calculation								
Weighbridge no.				Location				
Period (Monthly)	Total hours in a month	Allowed planned/ preventive/ breakdown maintenance hours of individual weighbridge in a month	Actual hours in a month (A-B)	95% of column no. (C)	Actual availability of weighbridge in a month (in hours)	Short fall in hours during the month	Penalty at the rate of Rs.500.00 per WB per hour and part thereof	Whether weighbridge is out of order in the month
	A	B	C	D	E	F	G	H

(II) Delay in commissioning and operation of weighbridges

In case of delay in commissioning and operation of weighbridges beyond the prescribed period given in clause no. 1.1 of Section-V, a penalty of Rs. 5000/- per day per weighbridge will be imposed.

(III) Delay in dismantling and taking away of weighbridge while reaching completion of contract period.

If the contractor failed to dismantle and take away the weighbridges within the prescribed time limit given in the clause no. 1.57 of Section-V, a penalty of Rs. 5000/- per day per weighbridge will be imposed.

(IV) Any delay in depositing the depreciated value of DPA assets as mentioned in clause no. 34 (iii) of Section-I, a penalty of Rs. 5000/- per day will be imposed till total amount of deposited is made by the contractor.

(V) In case the contractor is found to be using the allotted port area for the purpose other than the scope of work mentioned in this tender, a penalty of Rs.1,00,000.00 will be imposed on per such incidence per allotted area and the contract can be terminated.

9. Work-Order shall be sent through Email/Fax/Post. All mode of dispatch shall be treated as valid for the purpose of date of receipt. Electronic Communication shall be made through email: mechprojects.dpt@gmail.com and mech.div.kpt@gmail.com .

10. Deviations: (Kindly read with clause no. 44 of Section-II)

If the justifications submitted by the agency is not acceptable to the port, shall be withdrawn by the Agency, otherwise, the same shall be liable to the rejection of the bid.

11. Price escalation (Kindly read with clause no. 13.2 of Section-I)

Applicable as per prevailing SOR time to time for both i.e., DPA & Contractor.

12. Variation in quantity (This clause is in supersession of clause no.12.2 of Section II)

During the currency of the contract, DPA can increase/decrease three no. of the weighbridges. However, after seven year of the contract period, DPA will not insist for installation of any new weighbridges. It would be on the discretion of the contractor to provide new weighbridges on the written request of the DPA.

13. Performance Security (This clause is in supersession of sub-clause 1) & 2) of no.33 of Section I)

Security Deposit shall consist of Performance Guarantee to be submitted at award of Work. Performance Guarantee shall be 3 % of the contractor's margin per ton based on 41051 trucks per weighbridge per year, with 28T per truck considering for one year, in form of Bank Guarantee issued by nationalized bank / scheduled bank (except Co-operative Bank) having is branch at Gandhidham in the prescribed format. Every year a fresh Operation & Maintenance Performance Security shall be submitted by the contractor, having validity of 13 months, one-month prior to the expiry of earlier Performance security. The contractor will keep the validity of the performance guarantee till all weighbridges installed by the

successful bidder under this tender as per clause no. 1.57 of Section V after completion of contract period and peaceful possession of land is given by the contractor to the DPA as well as "No dues certificate is issued by Mechanical Engineering Department which should be Submitted in form of Bank Guarantee, or Demand Draft within (21 days in case of domestic bids and within 28 days in case of global bids) of receipt of Letter of Acceptance/Intent which will be refunded immediately not later than 14 days from completion of defect liability period.

Failure of the Successful Bidder to comply with the requirements as mentioned above shall constitute sufficient grounds for cancellation of the award of work and the Bidder can be disqualified from bidding for any Contract with DPA for a period of three years from the date of notification."

**Signature & Seal
Of Contractor**

**Supdt. Engineer (M)
Deendayal Port Authority**

SECTION IV

FORMS OF BID

Part – I

To be submitted by Bidders with their Bids

Format No.	NAME OF FORMS/FORMAT
1	Form of application
2	Pre-qualification of bidders
3	Format for declaration
4	Letter of authority for submission of bid
5	Exceptions & Deviations
6	Integrity Pact Agreement
7	Performa Of Joint Venture/Consortium Agreement
7 Annexure-A	Performa Of Power- Of-Attorney For Lead Member Of JV/ Consortium
7 Annexure-B	Format For Details Of Consortium Members

Part – II

To be filled by successful Bidder

Format No.	NAME OF FORMS/FORMAT
8	Letter of Acceptance
9	Specimen bank guarantee of Performance Guarantee/Security Deposit
10	Letter of authority from ban for all BGs
11	Bank Payment Agreement Form
12	Agreement form
13	Format of Extensions (Part – I)
14	Format of Extension (Part-II)

Form -1**SPECIMEN OF APPLICATION**

(To be executed on bidder's letter head)

The Supdt Engineer (M),
 Room No. 2, Ground Floor,
 Port & Customs Building
 Deendayal Port Authority
 Kachchh District
 New Kandla 370 210
 Gujarat.

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 **ML/WK/4013-II**
- (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 (TO SPECIFY BY THE BIDDER)**
- (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 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 -2***Specimen format for Pre-qualification of bidders***

The information to be filled in by the bidder in the following pages will be used for purposes of pre-qualification as provided for in the instructions to Tenderer.

1. Only for individual bidders

1.1 Constitution of legal status of Bidder (Attach copy)

- Place of registration:
- Principal place of business
- (power of attorney of signatory of Bid (Attach)

2. Turnover of the Firm

Description	Year	Turn over
(insert the year as per PQC)		
i.e. last three financial years ending 31st		
march of the previous year as certified by		
Chartered Accountant		

Attachment: financial reports for the last three years: balance sheet, profit and loss statements, auditor's reports (in case of companies/corporation) etc. List them below and attach copies.

Attested Copy of Annual Turnover during last three year ending of the previous financial year.

3. Similar works

Particulars	Year	No. of Woks	Value
Total value of completed			
Similar work as defined in the			
tender document during last 7			
years.			

Attachments: Supporting documents, viz., Successful completion certificate from clients, other documentations to substantiate the similarity of work as per definition of "Similar Work". Employer reserves the right to verify the information.

4. Information on litigation history in which the bidder is involved.

Other party (ies)	Port	Cause of dispute	Amount	Remark involved showing present status.

5. Additional information bidder may like to submit

Duly authorized to sign this authorization on behalf of: (insert complete name of Tenderer)

Dated on _____ day of _____, _____ (insert date of signing)

Form-3**SPECIMEN FORMAT FOR DECLARATION**

(To be executed on bidder's Letter Head)

The Supdt Engineer (M),
 Room No. 2, Ground Floor,
 Port & Customs Building
 Deendayal Port Authority
 Kachchh District
 New Kandla 370 210
 Gujarat.

Ref: _____ (Project title)

Sir,

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-4

SPECIMEN LETTER OF AUTHORITY FOR
SUBMISSION OF BID

(To be executed on Rs.300/- non Judicial Stamp Paper)

The Supdt Engineer (M),
Room No. 2, Ground Floor,
Port & Customs Building
Deendayal Port
Authority Kachchh
District
New Kandla 370 210
Gujarat.

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. ----- 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:

For & on behalf of:

Form -5**SPECIMEN FORMAT FOR EXCEPTIONS AND DEVIATIONS**

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

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

Note: however, the bidders 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 – 6

SPECIMEN LETTER OF INTEGRITY PACT
(To be executed on Rs. 300/- non-judicial stamp paper)

**INTEGRITY PACT
BETWEEN**

**DEENDAYAL PORT AUTHORITY (DPA) hereinafter referred to as "The
Principal"**

AND

(Name of The bidders and consortium members)hereinafter referred to as

"The Bidder/Contractor

Preamble: The Principal intends to award, under laid down organizational procedures, contract/concession for Tender No. The Principal values full compliance with all relevant laws and regulations, and the principles of economic use of resources, and of fairness and transparency in its relations with its Bidders. The Central Vigilance Commission (CVC) has been promoting Integrity, transparency, equity and competitiveness in Government / PSU transactions and as a part of Vigilance administration and superintendence, CVC has, recommended adoption of Integrity Pact and provided basic guidelines for its implementation in respect of major procurements in the Government. Organisations in pursuance of the same, the Principal agrees to appoint an external independent Monitor who will monitor the execution of the contract for compliance with the principles mentioned above.

Section 1 - Commitments of the Principal

(1) The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:

- (a) No employee of the Principal, personally or through family members, will in connection with the execution of a contract, demand, take a promise for or accept, for him/herself or third person, any material or immaterial benefit which he/she is not legally entitled to.
- (b) The Principal will, during the pre-contract stage, treat all BIDDERS alike, and will provide to all BIDDERS the same information and will not provide any such information to any particular BIDDER which could afford an advantage to that particular BIDDER in comparison to other BIDDERS.
- (c) The Principal will exclude from the process all known prejudicial persons.

(2) If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the relevant Anti-Corruption Laws of India, or if there be a substantive suspicion in this regard, the Principal will inform its Vigilance Office and in addition can initiate disciplinary actions. In such a case, while an enquiry is being conducted by the Principal, the proceedings under the contract would not be stalled.

Section 2 - Commitments of the Bidder / Contractor

(1) The Bidder/Contractor commits themselves to take all measures necessary to prevent corrupt practices, unfair means and illegal activities, during pre-contract as well as post contract stages. He commits himself to observe the following principles during the contract execution.

- a. The Bidder/Contractor will not, directly or through any other person or firm, offer, promise or give to any of the Principal's employees involved in the execution of the contract or to any third person any material or immaterial benefit, which he/she is not

legally entitled to, in order to obtain in exchange of advantage of any kind, whatsoever during the execution of the contract.

b. The Bidder/Contractor will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids, or any other actions to restrict competitiveness, or to introduce cartelization in the bidding process.

c. The Bidder/Contractor will not commit any offence, under the relevant Anticorruption Laws of India; further the Bidder/Contractor will not use improperly, for purposes of competition, or personal gain, or pass on to others, any information or document provided by the Principal, as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.

d. The Bidder will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.

e. The Bidder/Contractor will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries, in connection with the award of the contract.

f. The Bidder commits to refrain from giving any compliant directly or through any other manner without supporting it with full and verifiable facts.

g. The Bidder shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the Principal.

(2) The Bidder/Contractor will not instigate third persons to commit offences outlined above or be an accessory to such offences.

Section-3 Disqualification from or exclusion from future contracts

If the Bidder, before award of contract, has committed a transgression, through a violation of Section-2 or in any other form, such as to put his reliability as Bidder, into question, the principal is entitled to disqualify the Bidder, from the tender process, or to terminate the contract, if already signed, for such reason.

1. If the Bidder/Contractor has committed a transgression, through a violation of Section-2, such as to put his reliability, or credibility into question, the Principal is entitled to disqualify the Bidder/Contractor from the tender process, terminate the contract if already awarded and also, to exclude the Bidder/Contractor from future contract award processes. The imposition and duration of the exclusion, will be determined by the severity of the transgression. The severity will be determined, by the circumstances of the case, in particular the number of transgressions, the position of the transgressions, within the company hierarchy of the Bidder and the amount of the damage. The execution will be imposed for a minimum of 6 months and maximum of 3 years.

Note: A transgression is considered to have occurred, if in the light of available evidence, no reasonable doubt is possible.

2. The Bidder accepts and undertakes to respect and uphold, the principal's Absolute right to resort to and impose such exclusion and further accepts and undertakes, not to challenge or question such exclusion, on any ground, including the lack of any hearing before the decision, to resort to such exclusion is taken. This undertaking is given freely and after obtaining independent legal advice.

3. If the Bidder/Contractor can prove that, he has restored/recouped the Damage caused by him and has installed a suitable corruption prevention system, the Principal may revoke

the exclusion prematurely.

Section-4 Compensation for Damages

1. If the Principal has disqualified the Bidder, from the tender process prior to the award, according to Section-3, the Principal is entitled to demand and recover the damages equivalent to Earnest Money Deposit/Bid Security.
2. If the Principal has terminated the contract according to Section-3, or if the Principal is entitled to terminate the contract according to Section-3, the Principal shall be entitled to demand and recover from the Contractor, liquidated damages equivalent to 5% of the contract value, or the amount equivalent to Security Deposit/Performance Bank Guarantee, whichever is higher.
3. The Bidder agrees and undertakes to pay the said amounts, without protest or demur, subject only to condition that, if the Bidder/Contractor can prove and establish that the termination of the contract, after the contract award has caused no damage or less damage than the amount of the liquidated damages, the Bidder/Contractor shall compensate the principal, only to the extent of the damage in the amount proved.

Section-5 Previous transgression

1. The Bidder declares that, no previous transgression has occurred in the last 3 years, with any other company, in any country, or with any other Public Sector Enterprises in India, that could justify his exclusion from the award of the contract.
2. If the Bidder makes incorrect statement on this subject, it can be declared disqualified for the purpose of the contract and the same can be terminated for such reason.

Section-6 Equal treatment of all Bidders/Contractors/Subcontractors

1. The Bidder/Contractor undertakes to demand from all subcontractors, a commitment in conformity with this Integrity Pact, and to submit it to the Principal before contract signing.
2. The Principal will enter into agreements with identical conditions as this one which all Bidders, Contractors and Subcontractors.
3. The Principal will disqualify from the tender process all Bidders, who do not sign this part or violates its provisions.

Section-7 Criminal charges against violating Bidders / Contractors / Sub – contractors

If the principal obtains knowledge of conduct of a Bidder/Contractor or Subcontractor, or of an employee, or a representative, or an associate of a Bidder/Contractor, or Subcontractor, which constitutes corruption, or if the Principal has substantive suspicion, in this regard, the Principal will inform the Vigilance office.

Section-8 External Independent Monitor

1. Pursuant to the need to implement and operate this Integrity Pact the Principal has appointed Shri S K Sarkar, IAS (Retd.) & Shri Saurabh Chandra, IAS (Retd.) independent

Monitor, for this Pact. The task of the Monitor, is to review independently and objectively, whether and to what extent, the parties comply with the obligations under this agreement.

2. The Monitor is not subject to instructions, by the representative of the parties to the Chairperson of the Board of the Principal.

3. The Bidder/Contractor accepts that, the monitor has the right to access, without restriction to all Project documentation of the Principal, including that provided by the Contractor. The Bidder/Contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access, to the project documentation. The same is applicable to Subcontractors. The monitor is under contractual obligation, to treat the information and documents of the Bidder/Contractor/Subcontractor with confidentiality.

4. The Principal will provide to the Monitor, sufficient information about all meetings, among the parties related to the Project, provided such meetings could have an impact, on the contractual relations between the Principal and the Bidder/Contractor. The parties offer to the Monitor the option to participate in such meetings.

5. As soon as the Monitor notices a violation of this agreement, he will so inform the Management of the Principal and request the management to discontinue, or heal the violation. Or to take other relevant action. The Monitor can in this regard submit nonbinding recommendations. Beyond this, the Monitor has no right to demand from the parties, that they act in a specific manner, refrain from action or tolerate action.

6. The Monitor will submit a written report, to the Chairperson of the Board of the Principal, within 8 to 10 weeks, from the date of reference of intimation to him by the 'Principal' and, should the occasion arise, submit proposals for correcting problematic situations.

7. If the Monitor has reported to the Chairperson of the Board, a substantiate suspension of an offence, under relevant Anti-Corruption Laws of India, and the Chairperson has not, within reasonable time, taken visible action to proceed against such offence, or reported it to the Vigilance Office, the Monitor may also transmit this information directly to the Central Vigilance Commissioner, Government of India.

Section-9 Pact Duration

This Pact begins when both parties have signed it. It expires 12 months after the last payment under the contract Agreement is made.

If any claim is made/lodged during this time, the same shall be binding and continue be valid, despite the lapse of this Pact, as specified above, unless it is discharged/determined Chairperson of the Principal.

The Pact duration in respect of unsuccessful Bidders shall expire after 3 months of the award of the contract.

Section-10 Other Provisions

1. This agreement is subject to Indian Law. Place of performance and jurisdiction is the Registered Office of the Principal, i.e. Gandhidham, Gujarat.
2. Changes and supplements as well as termination notices, need to be made in writing, before they become effective and binding on the both parties.
3. If the Bidder / Contractor is a partnership or a consortium, this agreement must be, signed by all partners or consortium members.
4. should one or several provisions of this agreement, turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement, to their original intentions.

For the Principal
Place: Gandhidham

for the Bidder/Contractor

Witness-1: Witness-2:

Date: ____/____/2022

PROFORMA OF JOINT VENTURE/CONSORTIUM AGREEMENT***(To be submitted on Non-judicial Stamp Paper of appropriate value)***

This Joint Venture /Consortium Agreement is made and entered into on this... day of . 2022 by and between (i) M/s. ***(Name of the firm to be filled-in)***, (ii) M/s..... ***(Name of the firm to be filled-in)***, primarily for the work under the Deendayal Port Authority.

All the partners of the Joint Venture /Consortium hereinafter individually referred to as the parties and collectively as the Joint Venture/Consortium.

1 Formation of Joint Venture/Consortium

- 1.1. (i)M/s..... ***(Name of the firm to be filled in)*** is engaged in..... ***(Details of the works undertaken by the party)***
 (ii)M/s.....***(Name of the firm to be filled in)*** is engaged in..... ***(Details of the works undertaken by the party)***

- 1.2 On behalf of Board of Trustees of Deendayal Port (hereinafter referred to as -Employer11), the Dy. Chief Mechanical Engineer, Deendayal Port Authority has invited bids from the experienced, resourceful and bonafid Developers with proven technical and financial capabilities of executing the work ***(Insert the name of the work)***

- 1.3. The parties have been exploring together the ways and means of collaboration for the purpose of an offer to be made for the said project of the Deendayal Port Authority and have mutually agreed to enter into a Joint Venture/Consortium Agreement to submit a common bid for the project and to carry out the project works in the event of award of the contract, in association with each other and (Name ***of Partner to be filled in.....***) shall be the Lead Partner and (i) ***(Name of Partner to be filled in.....)***, (ii) ***(.....Name of Partner to be filled in.....)***, shall be the other partner(s).

NOW THEREFORE IT HAS BEEN AGREED TO BETWEEN THE PARTIES AS FOLLOWS

14. The Joint Venture/Consortium will be known as... ***(..... Name of JV to be filled in.....)*** and shall consist of (i) ***(Name of the firm to be filled in)***, (ii) ***(Name of the firm to be filled-in)***, parties to the present agreement
15. The recitals are true and correct and form an integral part of this agreement and are representations of the parties to which they relate and have been relied upon by the parties to enter into the present agreement
16. Notwithstanding the date of signature of this agreement, its effective date will be the date of submission of bid
17. All costs incurred by the parties before the date of award of contract will be borne by the parties concerned. All costs in implementation of this Joint Venture/Consortium Agreement after award of contract till the expiry of this agreement will be borne by the parties as herein after provided.
18. The Joint Venture/Consortium will be dissolved and this agreement will cease to have effect on completion of this project, maintenance and fulfilment of all other conditions

under the contract, upon receipt of payment of all amounts from the Employer and on settlement of accounts between the parties as hereinafter provided.

19. The contract, if awarded by the Employer, Letter of Acceptance shall be issued in the name of (...**Name of JV/Consortium** to be **filled in.**) and the Contract shall be signed by legally authorized signatories of all the parties
- 1.10. All the parties of the JV/Consortium shall be jointly and severally liable during the bidding process and the bid document shall be signed by legally authorized signatory of all the parties.
- 1.11. The financial contribution of each partner to the JV/Consortium operation shall be:
 - (i) M/s..... (*Name of the partner to be filled- in*)
 - (ii) M/s..... (*Name of the partner to be filled- in*)
 - (iii)
- 1.12. All the parties of the JV/Consortium shall be jointly and severally liable for the execution of the project in accordance with the Contract terms, in the event of award of contract. The delineation of duties, responsibilities and scope of work shall be:
 - a) The Lead Partner shall provide suitable experienced personnel at site, for general planning, site management and equipment operations, during entire period of contract execution.
 - b) (**Name of Partner to be filled-in**) shall carry out the following works.....
 - c) (**Name of Partner to be filled-in**) shall carry out the following works.....
 - d)
- 1.13. The parties hereto agreed that each of them shall duly and properly perform all the functions and all costs related to their respective works.
- 1.14. The parties hereto shall be at liberty to enter into liaison work/correspondence with statutory and local authorities as the circumstances warrant individually or collectively.
- 1.15. It is hereby agreed and undertaken that, all the parties are jointly and severally liable to the -Board of Port of Deendayal for the performance of the contract.
- 1.16. Notwithstanding demarcation or allotment of work between JV/Consortium partners, JV/Consortium each partner shall be liable for nonperformance of the whole contract irrespective of their demarcation or share of work.
- 1.17 The Lead Partner shall be authorized to act on behalf of the JV/Consortium
- 1.18. All the correspondences between the Employer and the JV /Consortium shall be routed through the Lead Partner
- 1.19. The Lead Partner is authorized: (a) to submit bid, negotiate and conclude contract and incur all liabilities therewith on behalf of the partner(s) of the JV /Consortium during the bidding process; and (b) in the event of a successful bid, to incur liabilities and receive instructions for and on behalf of the partner(s) of the JV/Consortium and to carry out the

entire execution of the contract including payment, exclusively through Lead Partner.

- 1.20. In the event of default of the Lead Partner, it shall be construed as default of the Developer/Contractor; and Employer shall be entitled to take action under relevant clause(s) of the Department Bid Document and/or Conditions of Contract.
- 1.21. All the parties of the JV/Consortium shall be jointly and severally liable for due performance, recourse/sanctions within the joint venture in the event of default of any partner and arrangements for providing the required indemnities.
- 1.22. The JV/ Consortium shall have a separate JV/Consortium Bank account (distinct from the Bank account of the individual partners) to which individual partners shall contribute their share capital or working capital. The financial obligation of the consortium shall be discharged through the said JV/ Consortium Bank account only and also all payment received by consortium from the Deendayal Port Authority shall be through that account only.

The parties hereto have mutually agreed to the terms and conditions set forth herein above and have assured each other to duly perform the reciprocal promises and obligations on either side for effective implementation of the JV/Consortium for proper and due completion of the works envisaged in the event of award of contract to the JV/Consortium and have affixed their signature in this indenture on this the day of 2022..

(i) Signature Name

Designation seal &

Common seal of the firm

(ii) Signature Name

Designation seal

Common seal of the firm

Witness1.....

Witness2.....

Form-7 Annexure-A

PROFORMA OF POWER- OF-ATTORNEY FOR LEAD MEMBER OF JV/ CONSORTIUM*(To be submitted on Non-judicial Stamp Paper of appropriate value)*

By this Power-of-Attorney executed on this day of ...(month) of 2022, we,

(i) (.....Name of legally authorized signatory of first partner to be filled in), (ii) (.....Name of legally authorized signatory of second partner to be filled in),

.....hereby jointly authorize and agree the Lead Partner, M/s (.....Name of the lead partner to be filled in.....), (a) to submit bid, negotiate and conclude contract and incur all liabilities therewith on behalf of the partner(s) of the JV /Consortium during the bidding process; and (b) in the event of a successful bid, to incur liabilities and receive instructions for and on behalf of the partner(s) of the JV /Consortium and to carry out the entire execution of the contract including payment for the work of(insert name of the work)..... exclusively through Lead Partner.

(i) Signature Name Designation seal
&
Common seal of the firm

(ii) Signature Name Designation seal
&
Common seal of the firm

Signature, name and seal of the certifying authority/ Notary Public.

Form-7 Annexure- B

FORMAT FOR DETAILS OF CONSORTIUM MEMBERS

1. Details of the Firm				
Firm's Name, Address and Telephone				
Name and Telephone No. of the Contact Person				
Fields of Expertise				
Nature of Experience (no. of years, expertise)				
2. Services that are proposed to be sub contracted:				
3. Person who will lead the Member*				
Name: Designation:				
Telephone No: Email:				
4. Details of Firm's previous experience				
Project and Location	Name, address and telephone no. of Client	Scope	Duration (Start Date – Completion Date)	Status
1.				
2.				
3.				

Form -8**LETTER OF ACCEPTANCE**

(On letter head paper of the port)

Date: _____

To: _____
(Name & address of contractor)

Dear Sir,
Sub: Tender No.
Title of Tender
Ref: Your Bid Dated
And (list of correspondence with the Bidders)

This is to notify you that your bid dated _____ for work of _____
(name of the contract and identification number, as given in the instruction to bidders) for
the Contract Price of Rupees _____ (amount in words and figures) (exclusive of
GST as applicable) as corrected and modified in accordance with the Tender Documents
is hereby accepted by Deendayal Port Authority.

You are hereby requested to furnish performance guarantee, in the form detailed in Tender
Document for an amount of Rs. _____ within (21) days of the receipt of this letter of
acceptance and valid up to 21 days from the date of completion of contractual obligations,
subject to removal of Defects, i.e. up to _____ and also sign the contract agreement
within (14) days of the receipt of this letter of acceptance, failing which action as stated in
the tender document will be taken.

The Engineer-In-Charge for this work shall be _____.

Please acknowledge receipt.

Yours faithfully

Authorized signature
Name and title of signatory
Deendayal Port Authority

Form-9

SPECIMEN BANK GUARANTEE TOWARDS PERFORMANCE
GUARANTEE/SECURITY DEPOSIT

(To be executed on Rs. 300/- non-judicial Stamp Paper & to be submitted after entering by issuing Branch in their online system for generating Bank Guarantee in SFMS Mode)

To,
 The Board of Deendayal Port Authority,
 Deendayal Port Authority
 A.O. Building, P.O. Box No.50, Gandhidham-
 Kutch.

In consideration of the Board of Deendayal Port Authority of the Port of DEENDAYAL PORT AUTHORITY incorporated by the Major Port Authorities Act, 2021 (hereinafter called "The Board" which expression shall unless excluded by or repugnant to the context or meaning thereof be deemed to include the Board of Deendayal Port Authority of the Port of [DEENDAYAL PORT AUTHORITY], its successors and assigns) having agreed to exempt _____ (hereinafter called the "contractor") (Name of the contractor/s) from the demand under the terms and condition of the contract, vide _____ (Name of the Department)'s letter No. _____ Date _____ made between the contractors and the Board for execution of _____ covered under Tender No. _____ dated _____ (hereinafter called "the said contract") for the payment of Security Deposit in cash or Lodgment of Government Promissory Loan Notes for the due fulfillment by the said contractors of the terms and condition of the said contract, on production of a bank Guarantee for Rs. _____ (Rupees _____) only we, the (Name of the Bank and Address) _____ hereinafter referred to as "the Bank") at the request of the contractors do hereby undertake to pay to the Board an amount not exceeding Rs. _____ (Rupees _____) only against any loss or damage caused to or suffered by the Board by reason of any breach by the contractors of any of the terms and conditions of the said contract.

2. We, _____ (Name of Bank) (Name of Branch), do hereby Undertake to pay the amount 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 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.

3. We, _____ (Name of Bank and Branch), undertake to pay to the Board any money so demanded notwithstanding any dispute or disputes raised by the contractor(s) 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 a valid discharge of our liability for payment there under and the Contractor(s) shall have no claim against us for making such payment.

4. 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 _____ (Name of the user department) of the said certifies that the terms and conditions of the said contract have been fully and properly carried out by the said Contractors and accordingly discharge 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.

5. 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 contract or to extend the time of performance by the said Contractors from time to time or to postpone for any time or from time to time any of the powers exercisable by the board against the said Contractors 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 contractors or for any forbearance, act or omission on the part of the Board or any indulgence shown by the board to the Contractors 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.

6. This guarantee will not be discharged due to the change in the constitution of the Bank or the Contractor(s).

7. It is also hereby agreed that the Courts in Gandhidham would have exclusive jurisdiction in respect of claims, if any, under this Guarantee.

8. We, _____ Bank lastly undertake not to revoke this guarantee during its currency except with the previous consent of the Board in writing.

9. Notwithstanding anything contained herein:

- (a) Our liability under this Bank Guarantee shall not exceed Rs. _____ (Rupees _____ only);
- (b) This Bank Guarantee shall be valid upto _____; and
- (c) 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)."

- 10. (i) Name of Beneficiary's Bank is State Bank of India, Gandhidham.
- (ii) IFSC No. of Beneficiary's Bank is SBIN0060239.
- (iii) Bank Account No. of Beneficiary is 10316591671.

Date _____ day of _____ 20

For (Name of Bank)
(Name)
Signature

Form- 10

SPECIMEN LETTER OF AUTHORITY FROM BANK FOR ALL BGs

(To be executed on Bank's Letter Head)

Date:

The Supdt Engineer (M),
Room No. 2, Ground Floor,
Port & Customs Building
Deendayal Port Authority
Kachchh District
New Kandla 370 210
Gujarat.

Sub: Our Bank Guarantee No. _____
dated _____ for Rs. _____ favoring yourselves

issued on a/c of M/s. _____ (Name of contractor)

.....

Dear Sir,

We confirm having issued the above mentioned guarantee favoring 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.

Name of signature of Bank Officer

Form - 11**Bank Payment Agreement Form**

1. Name of the Party : _____
2. Account No. : _____
3. Branch Name : _____
4. Branch Station : _____
5. IPSC Code of the Bank : _____
6. MICR Code : _____
7. Accepted for : NEFT Payment
OR
RTGS Payment

➤ **Declaration by the Party : (Given on the Letter Head of the Company)**

I / We hereby declare that the above information furnished by me is correct and DPA is required to pay my / our dues to this Account for this Work / Supply Order is concerned.

Signature of the Party
Seal of the Company

➤ **Declaration by the Bank : (Given on the Letter Head of the Bank)**

It is hereby informed that the details mentioned by the Party are correct as per our records and any payment made by the DPA to this account will be accepted by either RTGS / NEFT.

Signature of the Bank Manager

Form- 12**DEENDAYAL PORT AUTHORITY**

FORM OF AGREEMENT (FOR EXECUTION OF WORK)
(to be executed on Rs.300-non-judicial stamp paper)

[the successful tenders shall fill in this form in Accordance with the instructions indicated]

This agreement made of this _____ day of _____ Two Thousand Twenty Two between the Board of Deendayal Port Authority, a body corporate under Major Port Authorities Act, 2021 have 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.

WHEREAS the Board is desirous to carrying out the work of

_____ And whereas the Contractor has offered to execute and complete such work.

WHEREAS the Contractor has deposited a sum of Rs. _____ (Rupees _____ only) as security deposit in the form of BG/DD for the due fulfilment of all the conditions of the contract.

NOW THIS AGREEMENT WITHINESS AS FOLLOWS: -

1. 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.
2. 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) The Board's "Drawing".
 - vi) The schedule items of work with quantities and rates.
 - vii) Any correspondence made between the Superintending Engineer (M) and the Contractor after opening of the cover-I—as regards to contain clarifications/details called for vice versa.
 - viii) 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'.

ix) Bank Guarantee for security deposit.

3. The Contractor hereby covenants with the Board to complete the work of _____ in conformity in all respects, with the provisions of the contract.
4. The Board hereby covenants to pay the Contractor in consideration of such completion of the works, the contact price of Rs. _____ (Rupees _____ and) at the time and in the manner prescribed of the contract.

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 Seal

2. Name & Address _____
Seal

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

1. _____

2. _____

(Chief Mechanical Engineer)
Deendayal Port Authority

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

Secretary
Deendayal Port Authority

Form-13

Deendayal Port Authority
Form of application by the Contractor for seeking extension of time
Part – 1

1. Name of Contractor
 2. Name of work as given in the agreement
 3. Agreement No.
 4. Estimated amount put to tender
 5. Date of commencement of work as per agreement
 6. Period allowed for completion of work as per agreement
 7. Date of completion stipulated in agreement
 8. Period for which extension of time has been given previously:

(a) 1 st extension vide EE's No.	Dated	Month	Days
(b) 2 nd extension vide EE's No.	Dated	Month	Days
(c) 3 rd extension vide EE's No.	Dated	Month	Days
(d) 4 th extension vide EE's No.	Dated	Month	Days

 Total extension previously given.
 9. Reasons for which extensions have been previously given (Copies of the previous application should be attached)
 10. Period for which extension is applied for
 11. Hindrance on account of which extension is applied for with dates on which hindrances occurred and the period for which these are likely to last.

(a) Serial No.
(b) Nature of hindrance
(c) Date of Occurrence
(d) Period for which it is likely to last
(e) Period for which extension required for this particular hindrance
(f) Overlapping period if any, with reference to item.....
(g) Net extension applied for
(h) Remarks, if any.

 Total period on account of hindrance mentioned above.....
 Month Days
 12. Extension of time required for extra work
 13. Details of extra work and amount involved:

(a) Total value of extra work
(b) Proportionate period of extension of time based on estimated amount put to tender on account of extra work.
 14. Total extension of time required for 11 & 12
- Submitted to the Sub-Divisional Officer.....

Signature of Contractor
Dated:

Form-14

DEENDAYAL PORT AUTHORITY
APPLICATION FOR EXTENSION OF TIME
PART II

(To be filled in by the Sub-Divisional Office)

1. Date of receipt of application from.....Contractor for the work of in the Sub-Divisional Office.
2. Acknowledgement issued by S.D.O. vide his No..... dated
3. Remarks of S.D.O.
(on the reasons given by the contractor are correct and what extension, if any, is recommended by him. If he does not recommend the extension, reasons for rejections should be given.)

Signature of Divisional Officer

Dated:

(To be filled in by the Executive Engineer)

1. Date of receipt in the Divisional Office.
2. Executive Engineers remarks regarding hindrances mentioned by the Contractor.
 - (1) Serial No.
 - (2) Nature of hindrance
 - (3) Date of occurrence
 - (4) Period for which hindrance is likely to last
 - (5) Extension of time applied for by the contractor
 - (6) Overlapping period, if any, giving reference to items which overlap.
 - (7) Net period for which extension is recommended
 - (8) Remarks as to why the hindrance occurred and justification for extension recommended.
3. Executive Engineer's recommendations:
(The present progress of the work should be stated and whether the work is likely to be completed by the date upto which extension has been applied for. If extension of time is not recommended, what compensation is proposed to be levied under clause 2 of the agreement?)

Dy. HOD/SE's recommendations

Signature of Executive Engineer
Date

HOD's recommendations/approval.

Signature of Superintending Engineer
Date

Signature of Chief Mechanical Engineer
Date

SECTION-V

Scope of Work of the Contract

1.0 Broad Scope of Work:

The scope given for the subject work describe certain broad requirement to which the contractor shall work, but this shall not absolve the contractor from his responsibility to carry out the work in apt and proper manner and acceptable in all respects as per standard practice even if there is any omission in the prescribed specification.

- 1.1** The contractor shall supply, install, operate and maintain 10 nos. of Automated (unmanned) type Road Weighbridges of capacity 120 MT along with control cabin (wherever necessary) with elevated foundation and all associated civil, electrical and other installations at his cost, charges, expenses, risk, responsibilities, manpower and other arrangements at Deendayal Port, Kandla premises for weighment of road borne vehicles (empty and loaded) as per requirement of users in replacement of the existing ten steel weighbridges.

Note: – The contractor shall have to buy back the existing 10 nos. old steel road weighbridges along with container operator cabins. The depreciated book value has calculate as on 31.03.2022 is mentioned below. (The bidder can visit the site before quoting to assess the present condition of 10 nos. old weighbridges):-

Sr. No.	Nomenclature of DPA weighbridges located in various location in Kandla	Cost of mechanical structure of weigh bridge (A), (in Rs.)	Cost of civil Structures/ foundation (B), (in Rs.)
1	Weighbridge Bunder area 1	1020190	(incl. civil cost)
2	Weighbridge Bunder area 2	779220	874763
3	Weighbridge No.04	779220	874763
4	Weighbridge No.09	1020190	(incl. civil cost)
5	Weighbridge No.11	1020190	(incl. civil cost)
6	Weighbridge No.14	779220	874763
7	Weighbridge No.15	779220	874763
8	Weighbridge No.02	1020190	(incl. civil cost)
9	Weighbridge No.16	779220	874763
10	Weighbridge No.07	1020190	(incl. civil cost)
Grand total, Rs. (A) + (B) + Scrap Value (Rs. 21,22,610)		Rs. 1,54,93,475.00 * (plus taxes extra)	

*The updated depreciated book value of DPA's 10 nos. of existing weighbridges shall be intimated at the time of issue of Letter of Acceptance LOA to the successful bidder.

The contractor is required to remove 10 nos. of aforesaid weighbridges at his own risk, cost and arrangement to install the brand new automated weighbridges within the stipulated time period mentioned below:

ACTIVITIES	TIME LINE
The bidder has to install the first lot of 3 nos. of brand new automated weighbridges by dismantling and removing the existing weighbridges	Within 3 months from the date of handing over the site as well as 1 st lot of 3 nos. weighbridges.
The bidder has to install the second lot of 3 nos. of brand new automated weighbridges by dismantling and removing the existing weighbridges	within 3 months from the date of handing over the site as well as 2 nd lot of 3 nos. weighbridges
The bidder has to install the third lot of 4 nos. of brand new automated weighbridges by dismantling and removing the existing weighbridges.	within 3 months from the date of handing over the site as well as 4 th lot of 4 nos. weighbridges

The total schedule period is 9 months from the date of handing over possession of the land occupied by the port owned 10 nos. of weighbridges.

1.1.1 Basic specification of the weighbridges to be built, operated & maintained by the successful bidder:

Particulars	Type	Capacity	Quantity to be built, operated and maintained	Make
Fully automated (unmanned) Road weighbridge including control cabin (wherever necessary) with elevated foundation with Boom barriers, RFID reader & system integrator, CCTVs, Number plate capturing/ recognition system, Buzzer, Voice instruction system, IR sensors, Controller system, Software etc. associated facilities.	Pit-less Electronic Automated (unmanned) Weighbridges with Platform size 18m x 3m RCC type platform preferably.	120 Ton	10 Nos.	The weighbridges should be brand new of reputed make which are in use in Industries / Ports and other reputed organization.

Note:

- a) The bidders shall provide documentary evidences that the Make and model of the weighbridges proposed to be supplied are already in use at the industries/ports/ CFS/ ICD/ Railways and other similar organizations.
- b) The contractor will provide the design and drawings of the weighbridges (civil and mechanical structure) and other associated facilities proposed to be installed to DPA within 10 days, after receipt of the LoA from DPA. In case DPA gives any suggestion for modification of the design and drawings, the contractor shall incorporate the same. The suggestion of DPA will be given within 15 days from the date of receipt of design and drawings. In case DPA does not furnish its suggestions within the said period of 15 days, it will be construed that DPA has no suggestion to offer.

- 1.2**
1. The Contractor has to remove the existing weighbridges including civil foundation of weighbridge as well as of civil foundation of container cabin at different sites within Port, stage by stage with prior intimation and consent of Traffic Manager or his authorized representative and supply, install along with operator's cabin with elevated foundation and operate, maintain with all associated civil, electrical and other installations at his cost, charges, expenses, risk, responsibilities, manpower and other arrangements. The replacement of the weighbridges shall not create any hindrance to Port operations. The replacement, installation & commencement of weightment after due stamping of each weighbridge shall be carried out.
 2. If the bidder wants to use the civil foundation of weighbridge, the contractor is required to pay depreciated value of the same and in such case the contractor is not required to dismantle and remove the same.
 3. If the contractor does not want to use the civil foundation of weighbridge, the contractor is required to dismantle the same and hand over the scrap to DPA.
 4. If the bidder wants to use the civil foundation of container cabin, the contractor is required to pay depreciated value of the same and in such case the contractor is not required to dismantle and remove the same.
 5. If the contractor does not want to use the civil foundation of container cabin, the contractor is required to dismantle the same and hand over the scrap to DPA.
- 1.3** The weigh bridges which have cabins with concrete structure, the Contractor can use the cabins with concrete structure for which DPA shall recover charges as per its prevailing Schedule of Rates of DPA from time to time.

- 1.4** The contractor required to operate and maintain existing 10 nos. of weighbridges of DPA from 15 days of the date of issue of work-order to till its replacement and commissioning of new weighbridges thereof.
- 1.5** The weighbridge shall be calibrated by the concerned Govt. agencies as required. The contractor shall be responsible for obtaining stamping of department of Weights and Measures, periodic calibration etc. from time to time as per the Govt. norms. The copy of the Calibration Certificates issued by the concerned Govt. agency shall have to be submitted to DPA by the contractor.
- 1.6** The Contractor is required to supply, install and maintain New automated weighbridge including all accessories (but not limited to) like Load cell, control cabin, sensors, Electronic & Electrical accessories, Boom barriers, RFID reader & system integrator, CCTVs, Number plate capturing/ recognition system, Buzzer, Voice instruction system, Controller system, hardware & Software, printers, UPS, air-conditioner etc. associated facilities required in complete aspects for the sufficiency of the work, as per prevailing applicable standards. The weighbridge Platform size shall be of 18m x 3m RCC type preferably. All the recording equipment shall be installed inside the control room at the respective locations and the system shall be capable of storing data of minimum 03 months. Jumbo indicator shall be mounted external to the control cabin. The cables shall be laid underground from the weighbridge to the control room. The system shall be capable of generating various type reports as per requirement of DPA. The system shall have connectivity with SAP & ERP. Also, the system shall be capable of Auto E-mail Data Transfer with vehicle Photo / Image.
- 1.7** DPA will provide maximum of 120 sq. meters of land to the contractor for installing each of the weighbridge and the associated facilities on 11 months leave and license basis extendable upto the contract period. For this, DPA will recover the charges as per its prevailing SOR from time to time. SOR is Rs. 410.27 per sq. m. annually on dated 01.01.2022.
- 1.8** DPA will provide power supply to the contractor for installing new weighbridge and the associated facilities while execution of and also running the same. For this, DPA will recover charges as per its prevailing Schedule of Rates of DPA from time to time from the contractor. The contractor is required to make all arrangement at his own cost for tapping the power from the nearby source as intimated by CME Department. The material used for tapping of the power from nearby resources will be used with the recommendation of CME Department.
- 1.9** DPA will not provide any water facility to the contractor for drinking as well as maintenance i.e., cleaning of anything. The contractor shall have to arrange on his own for their staff and maintenance.
- 1.10** The contractor shall not, without prior written approval of CME or his authorized representative, remove or replace the weighbridges and other associated infrastructure.

- 1.11** The contractor shall deploy sufficient numbers of skilled & unskilled manpower for supervision/ monitoring of Automated (unmanned) operation and maintenance including cleaning of all the weighbridges with its associated facilities & nearby area as per the provisions of the contract. An Attendance register shall be maintained by the supervisor in this regard for accountability of the deployed manpower in Port area.
- 1.12** The contractor shall indemnify DPA from the possible future demand of the employees / workers employed by the contractor that they be absorbed in DPA. It will be the responsibility of the contractor to find a solution for such demand if it arises.
- 1.13** The contractor has to deploy two nos. of Electric MUV vehicle of suitable make (Suggested Make-BYD/ MG/ KM/ HM/ TM) for transportation, site-visit and inspection of the O&M works at discrete weighbridge locations inside the port by the DPA officials with minimum range of 350 kms. in one charging and average running kilometer of 3000 kms. per month basis per each vehicle including cost of charging, maintenance, driver costs etc. inclusive of all cost, which is to be borne by the contractor only.
- 1.14** The contractor shall at its cost and arrangements purchase comprehensive insurance cover of all the weighbridges to be supplied, installed, operated and maintained by it and ensure that these are revalidated from time to time throughout the period of the contract.
- 1.15** The contractor shall at its own cost and arrangement obtain and maintain all required statutory clearances and permissions as may be required by law for operation and maintenance of the weighbridges.
- 1.16** Permitted Downtime: The contractor will be allowed a downtime for repair and maintenance of the weighbridges as follows:
- a) For Planned Maintenance:**
The Contractor will be allowed a downtime for a maximum period of 12 days per weighbridge in every 12-month period from the date of obtaining Commissioning Certificate for periodical servicing and planned maintenance.
- The contractor will, however be allowed to avail this downtime for 1 (one) weighbridge at a time in normal circumstances under intimation to DPA well in advance. In case the contractor will be required to avail this downtime benefit for both the weighbridges simultaneously, the same shall be done with prior permission of DPA.
- b) Break-down Maintenance:**
The Contractor will be allowed a further downtime (in addition to (a) above) for (one) day per weighbridge in a month on account of sudden break-down, if any, without any penalty for non-availability of the weighbridges.
- 1.17** The contractor will be required to connect the facilities to integrate with the on-

line computer system of SAP, ERP and RFID system of Port for providing weighment details and recovery of charges by DPA as also for making payment to the contractor. The software to be installed for operation of the weighbridges shall be latest, original, licensed version and upgradable. Also, if required, Central Monitoring system for all ten outsourced automated weighbridges to be setup at desired location in the premises of DPA.

- 1.18** The contractor will issue a weighment slip to the users without charging extra fee, in the format provided by DPA.
- 1.19** In case weighbridges are used for tare and cargo weighment, only net weight of cargo tonnage is counted for payment. The accuracy of weighment shall be as per Department of Legal Metrology Standards of Govt. of Gujarat.
- 1.20** In case the weighbridges are used only for tare weighment, the charges will be applicable.
- 1.21** In the event of re-weighment of the truck/vehicle, charges will be applicable. In case of multiple time weighment of same vehicle, weighment charges to be taken on 1st weighment and every time from 3rd time weighment.
- 1.22** Weighment of port owned materials will not be counted for payment. Such weighment will be made on free of cost. There is no specified quantity of such materials, nor consistent, and shall be need based of DPA only.
- 1.23** The contractor shall comply with the requirements of all the Acts, Laws, Statutes, Bylaws, Rules and Regulations for the purpose of fulfilling all the obligations of the contract which shall include but not limited to the Major Port Trust's Act, 1963, the Indian Contract Act, the Dock Workers (Safety, Health & Welfare) Regulations, 1987, Motor Vehicles Act, Minimum Wages Act, 1948, Contract Labour (Regulation and Abolition) Act, 1970, Industrial Dispute Act, 1947, Shops and Commercial Establishment Act, Factory Act, 1948, Workmen's Compensation Act, 1923, ESI Act, 1948, Payment of Wages Act, 1963, Bonus Act, Employees Provident Funds & Misc. Provisions Act, 1952 etc. and such other applicable Central / State Acts from time to time and take such steps as may be deemed necessary in this regard.
- 1.24** The Contractor shall, at all times during the currency of the contract, ensure highest standards of safety while operating the weighbridges.
 - (a) In case of DPA assets / property / employee suffering damage or sustaining injury (fatal / non-fatal) as the case may be, the contractor shall be solely accountable for all liabilities and losses thereof. In case of loss or damage of any property or any material belonging to DPA, the contractor shall immediately pay the required cost for making good the losses, as will be ascertained by DPA official, or in lieu thereof, the contractor may also repair / replace the damaged property to the satisfaction of DPA official, with in the period to be indicated by DPA.
 - (b) The liability of the contractor in respect of the third party shall be

ascertained through a joint inspection of the damaged property / injured person involving the contractor, the Port and the affected party, followed by a report to be submitted by a registered Surveyor, to be engaged by the affected party. If the contractor is found liable for all the damages in the aforesaid report, the Surveyor shall determine the extent of compensation and the contractor shall make good the losses. In case of failure on the part of the contractor to attend the joint enquiry / inspection despite prior intimation for the same, the report as stated above will be finalized in absence of the representative of the contractor and the same will be treated as final and binding on the contractor.

- (c) In case of loss of life or injury caused to any person, the Contractor shall immediately pay the required compensation (as may also be decided by the statutory / competent authority) to the affected party.

Note: In case of non-compliance with the above provisions, DPA will be at liberty to realize the cost of compensation from any amount due to the contractor.

- 1.25** The contractor shall keep DPA indemnified throughout the period of the contract for any loss, damage and expenses whatsoever which DPA may suffer or may have to suffer due to fault on the part of the contractor in operating and maintaining the weighbridges and in discharging other obligations as per provisions of the contract. Assessment of damages, expenses, cost etc. if any, will be carried out jointly by DPA and the contractor. In case of absence of the contractor for joint inspection, assessment done by DPA will be final and binding on the contractor. In case the contractor damages property belonging to parties other than DPA, assessment of damages, expenses, costs etc. if any, will be carried out jointly by DPA, the contractor and the affected party concerned.
- 1.26** The contractor shall at its own cost and arrangement promptly repair / replace or restore any of the weighbridges/associated infrastructure or any part thereof which may be lost, damaged or destroyed.
- 1.27** The contractor shall allow DPA or any statutory authority to inspect all the weighbridges and other associated infrastructure installed and operated by the contractor under the provisions of the contract at all / any point of time and take such action as may be directed by DPA or the said statutory authority with regard to any or all the weighbridges and other associated infrastructure.
- 1.28** It will be entirely the contractor's responsibility to take required steps to adequately safeguard the personnel carrying out the work and to ensure that the work is carried out in such a manner that maximum safety to the personnel is assured.
- 1.29** The contractor shall submit different reports as per periodicity to be mentioned by DPA during the currency of the contract.
- 1.30** All manpower to be posted at site area shall be insured under the Workmen

Compensation Act. It will be entirely the consultant's responsibility to take required steps to adequately safeguard the personnel and to ensure that the work is carried out in such a manner that maximum safety to the personnel is assured. The contractor shall follow all precautions as required for safety of workman by ILO regulations, etc. No claim/compensation of whatsoever nature shall be entertained by the DPA for any loss of property or injury or loss of life during the occurrence of any accident to the contractor's staff/officials. Contractor is required to get insurance for his staff and property at own cost.

- 1.31** The contractor shall provide transport, communication, required accommodation facilities to his employees during contract period.
- 1.32** Contractor has to keep and submit all records of the daily/preventive/breakdown inspection and maintenance of respective weighbridge and at the end of each month the contractor will submit the record of maintenance, formats duly filled up as required by the Employer.
- 1.33** DPA will not guarantee any minimum number of vehicles and / or tonnage for measurement at the weighbridge(s) to be supplied, installed, operated & maintained by the contractor. The tenderer may however, approach Traffic department for collecting details regarding cargo carrying vehicles to the extent available.
- 1.34** The contractor shall regulate the traffic calling at the weighbridges for availing weightment services by strictly enforcing single line queue system with unidirectional flow of traffic. The contractor shall also ensure that vehicles are weighed expeditiously to avoid congestion or long queue in and around the weighbridges.
- 1.35** The safety devices, protection devices, measuring instruments, gauges etc. should be calibrated periodically to ensure accuracy. The contractor shall make available the weighbridges for inspection as and when required by the employer.
- 1.36** Whenever the weighbridges come under control of the Weight and Measures authority, the contractor shall attend the inspector of the Weight and Measures authority and the verification and stamping of the weighs bridges shall be carried out by contractor at his cost.
- 1.37** Sufficient stock of spares should be maintained during the maintenance contract period by the contractor to ensure that any fault or adjustment is attended / rectified / carried out immediately for smooth functioning of the weigh bridge.
- 1.38** The contractor shall have to obtain required permits for entry into the dock for its employees, workmen, security personnel, vehicles, tools and tackles, equipment and accessories etc. following the procedure of DTP in vogue.
- 1.39** The DPA having all rights checks the correctness of the weightment as and when required. The successful bidder shall cooperate and show the all the evidence

as required.

- 1.40** The successful bidder will keep the all weighbridge brought by the contractor and its surrounding neat, clean and in hygienic condition.
- 1.41** The contractor shall ensure lining of vehicles at the time weighment at weighbridges by his own security personals to avoid any untoward incidents/ traffic jam etc.
- 1.42** The location of the 10 nos. weighbridges will be decided by the DPA basing on the traffic projection either in place of old or new place. In case of new place, after successful commissioning of 10 nos. new road weighbridges, the old weighbridges shall be removed by the contractor. At any point of time 10 nos. road weighbridges and 4 nos. DPA owned weighbridges will be in operation, based on operational requirements.
- 1.43** Successful bidder has to conduct vehicle traffic movement survey along with traffic & mechanical department to ascertain suitable location for installation of weighbridge in order to minimize vehicle movement & crisscross vehicle movement.
- 1.44** Further, apart from the above 10 weighbridges, DPA having 4 nos. own weighbridges in the dock area. The same can be operated as and when required basing on the traffic requirement without any intimation to the contractor.
- 1.45** The contractor will have to arrange the required Standard weights as per Department of Legal Metrology Standards for checking/calibration of the correct weighment whenever required.
- 1.46** Successful bidder has to conduct vehicle traffic movement survey along with traffic & mechanical department to ascertain suitable location for installation of weighbridge in order to minimize vehicle movement & crisscross vehicle movement. Past four years' traffic handled through weighbridges at Port as follow:
 - 2017-18 :- 130.18 (in lakh MT)
 - 2018-19 :- 135.52 (in lakh MT)
 - 2019-20 :- 122.16 (in lakh MT)
 - 2020-21 :- 114.12 (in lakh MT)

Percentage of Port owned materials is upto 0.5% per annum.

- 1.47** In case the weighbridges supply and operated by the contractor get damaged by any port users, DPA will not take any responsibility for the same and damage rectification cost or replacement cost is required to be recovered by the contractor directly from the concerned users.
- 1.48** Traffic Department does not take any responsibility for ensuring the flow of traffic on any particular weighbridges supplied, installed maintained and

operated on the request of the contractor. The weighment is used by the user on their own convenience. However, if the situation is warranted, Traffic Department may regulate the flow of traffic on the weighbridges. Any decision in this regard by Traffic Department will be final and binding on the contractor.

- 1.49** During the currency of the contract, DPA is at liberty to procure and install more weighbridges through DPAs own resources or through outsourcing. In other words, the present contractor will not create any monopoly of the successful bidder for carrying out the business of weighment.
- 1.50** The Contractor has to integrate weigh bridge application software with the upcoming RFID/ERP/PCS system. If required he has to develop the API.
- 1.51** The contractor shall construct and maintain the approach RCC roads of minimum 7m length on both side of the weighbridges i.e., Entry/exit for smooth movement of vehicles and also to clean and remove spillages.
- 1.52** DPA shall have the rights to operate port owned weigh bridges on the request of Port Users, in the event of any overflow of Traffic in any of the weigh bridge operated by the contractor or any shut down due to maintenance etc. In other words, DPA is having right to use its own/other weighbridges at any point of time.
- 1.53** The contractor is required to provide data on daily/monthly/yearly basis according to the format finalized by DPA from time to time.
- 1.54** During the currency of the contract, DPA and its authorized agency will have right to inspect the book of accounts, documents etc. The contractor is bound to provide the copies of such documents to DPA its authorized agency free of cost.
- 1.55** DPA and its authorized agency will be having free and hindrance free access to all the weighbridges operated by the contractor.
- 1.56** The contractor is required to operate the weighbridges round the clock during the contract period. If the envisaged Automated (Unmanned) weighbridges fails in auto mode, the contractor has to operate the weighbridge in manual mode to cater the traffic requirements at the instantaneous period to avoid blockage of traffic inside port & uninterrupted cargo evacuation.
- 1.57** On completion of 10 or 13 years' contract (as the case may be), the contractor is required to handover all the weighbridges in good working condition. Joint inspection in this respect shall be carried out with CME Deptt., Traffic Deptt. & Contractor officials. Moreover, if required by DPA, the contractor has to dismantle the weighbridges and remove the same out of Port area & deposit it to Main Store of DPA, in phased manner as detailed below:

ACTIVITIES	TIME LINE
Dismantling and removing the weighbridges of 3 nos. of	within 1 months from the date of written instructions by DPA

weighbridges	
Dismantling and removing of another set of 3 nos. weighbridges	within 1 months from the date of written instructions by DPA
Dismantling and removing of remaining weighbridges	within 1 months from the date of written instructions by DPA

No compensation shall be payable to the contractor on account of delay in work caused by Deendayal Port Authority for whatsoever reason however, Deendayal Port Authority will consider extension of time, if the work is delayed on Deendayal Port Authority's account.

- 1.58** The contractor will indemnify DPA from any type of dispute arising due to weighment of the cargo done on the weighbridges operated by the contractor/operation of the weighbridges.
- 1.59** All the cost towards operation and maintenance etc. will be borne by the contractor without any type of reimbursement by DPA.
- 1.60** The entire old/ previously installed weighbridges, civil foundations and its accessories are also required to be dismantled by the contractor within 02 months from the date of written orders given by the DPA.

**Signature & Seal
Of Contractor**

**Supdt. Engineer (M)
Deendayal Port Authority**

SECTION VI
Schedule of Rates

Sl. No.	Item	Quoted Rate in Indian Rupee [in figure]	Quoted Rate in Indian Rupee [in words]
1	Rate per ton of weighment by a Automated (unmanned) Road Weighbridge		

Note:

- i) The rate shall be applicable for all installed weighbridges and the same shall be either equal to or below the ceiling rate of Rs 3.00 per ton.
- ii) The rates to be quoted shall be inclusive of all charges, taxes, cess, Duty etc. excepting GST, if any).

(Total Rupees in word:_____

_____Only)

GST:_____ % extra.

**Signature & Seal
Of Contractor**

**Supdt. Engineer (M)
Deendayal Port Authority**

Annexure -1

Deendayal Port Trust

Truing up for FY 2011-12 to FY 2015-16, MYT ARR for FY 2016-17 to FY 2020-21, Truing up for FY 2016-17 and FY 2017-18, and Determination of Tariff

This tariff is applicable to the services for the premises, which are not covered in any other tariff categories and having aggregate load above 40 kW and up to 100 kW.

This tariff shall also be applicable to consumers belonging to the category- 'Rate: Non-RGP', i.e., those who opt for being charged in place of 'Rate: Non-RGP' tariff.

3.1. FIXED CHARGE:

	For billing demand up to Contract Demand	
(a)	(i) For first 40 kW of billing demand	Rs. 85/-per kW per month
	(ii) Next 20 kW of billing demand	Rs. 130/-per kW per month
	(iii) Above 60 kW of billing demand	Rs. 200/- per kW per month
(b)	For billing demand in excess of the Contract Demand	Rs. 250/- per kW per month

PLUS

3.2. ENERGY CHARGE:

For the entire consumption during the month	555 Paise per Unit
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3.3. BILLING DEMAND

The billing demand shall be highest of the following and to be rounded to the next full kW:

- Eighty-five percent of the Contract Demand
- Actual maximum demand registered during the month
- 15 kW

3.4. MINIMUM BILL

Fixed/Demand Charges every month based on the billing demand.

Note: - DPA will recover the charges as per its prevailing SOR from time to time.