

DEENDAYAL PORT AUTHORITY
Mech. Engg. Deptt.



Tender Notice No.: MS/WK/4054

Design, Supply, Installation, Testing & Commissioning of Fire-fighting system and associated facilities including Operation & Maintenance for a period of five years as per OISD-156 at Oil Jetty No. 08, Kandla, of Deendayal Port Authority

VOLUME I- E TENDER DOCUMENT FOR EPC CONTRACT

Superintending Engineer (M)
Deendayal Port Authority,
P&C Building, New Kandla,
Kutch – 370 210.
Mob. 7008451510/ 9377201085/ 9825303781
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September 2022



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Section -I

CHECK LIST



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1.0 CHECK LIST

Tenderer shall ensure that all the documents given below have been submitted with the offer:

Tender No. :

Bidder's Ref. No.:

Name of Facilities:

Sl. No	Details of document	Submitted (Yes / No)
	Part-I	
1	Letter of Undertaking (as per Annexure – 1 of ITT)	
2	EMD (Earnest money Deposit)	
3	Tender Document Fees	
4	Integrity Pact	
	Part- II	
1	Letter Comprising the Technical Bid (as per Annexure 1A of ITT)	
2	Letter Comprising the Financial Bid (as per Annexure 1B of ITT)	
3	Pre-Qualification of Bidders (as per Annexure 1C of ITT)	
4	Details of work done to be considered for meeting the Eligibility criteria (as per Annexure-3a of ITT)	
5	Format for Chartered Accountant Certificate/ Certified Public Accountant (CPA) for Financial Capability of the Bidder (as per Annexure-3b of ITT)	
6	Information about the Bidder (as per Annexure – 4 of ITT)	
7	"No Deviation" Confirmation (as per Annexure – 5 of ITT)	
8	Format for Declaration (as per Annexure – 6A of ITT)	
9	Letter of Authority for Submission of Bid (as per Annexure – 6B of ITT)	
10	Copy of PAN Card & PF Registration Certificate or In case, the bidder does not possess valid PF code number, then the bidder has to give an undertaking (as per Annexure-7 of ITT)	
11	Proforma of Joint Venture/ Consortium Agreement (as per Annexure – 8 of ITT)	



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12	Format for Power of Attorney for Signing of Bid (as per Annexure – 9A of ITT)	
13	Proforma of Power-of-Attorney for Lead Member Of JV/ Consortium (as per Annexure – 9B of ITT)	
14	Format for Affidavit of Self Certification regarding Domestic Value Addition in Iron & Steel Products to be provided on Rs.300/- Stamp Paper (FORM-1 as per ITT)	
15	Proposed Organizational setup at Project Site (as per Annexure – 11 of ITT)	
16	Audited Financial Statements including Profit and Loss statements for the last three financial years by sole bidder/ all members of the consortium or Chartered Accountant Certificate of Annual Turnover for last three (3) consecutive financial years in support of their financial credentials, in lieu of the Annual Financial Statements	
17	In support of work experience in private organization, bidder to submit related TDS certificate from the employer.	
18	Amendments/ corrigenda/ Addenda etc. on this tender document, if any, issued by the Employer, duly signed by the Tenderer	
19	Blank price format with the word “QUOTED” written in place of price data furnished in the Price Bid	
20	Bank account details of sole bidder or joint account of the consortium to be provided	
21	Declaration by the tenderer in his letter head that the firm is not blacklisted by any PSU/Govt. body. On verification if it is found that the tenderer has given misleading / false information, then his tender will be summarily rejected.	
22	Declaration by the Tenderer on his letter head informing relationship with employees of DPA, if any.	
23	Time schedule in the form of Bar Chart	
24	Overall description of the method proposed for carrying the work	
25	Tenderer’s proposed quality assurance program	
26	Itemized list of commissioning spares and AMC spares Others, if any (Bidder to specify)	
27	‘A’ class Electrical certificate, if applicable	
28	Technical Specifications and Data Sheet for Pumps	
29	Site visit certificate	
30	Hardcopy of the Tender	



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Section -II

E-TENDER NOTIFICATION



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DEENDAYAL PORT AUTHORITY

NOTICE INVITING TENDER

Short Notice Tender No. MS/WK/4054

ONLINE TENDERING (E-Tendering)

Name of Work: Design, Supply, Installation, Testing & Commissioning of Fire-fighting system and associated facilities including Operation & Maintenance for a period of five years as per OISD-156 at Oil Jetty no. 08, Kandla, of Deendayal Port Authority.

E/Online Tenders are invited by: Superintending Engineer for the above work as per the details given in the table below.

Work Description	Tender Fee (In Rs.)	Estimated cost (In Rs.)	EMD (In Rs)	Date of Pre Bid Meeting	Last Date and time of online Submission of bid documents	Date and time of online opening
Design, Supply, Installation, Testing & Commissioning of Fire-fighting system and associated facilities including Operation & Maintenance for a period of five years as per OISD-156 at Oil Jetty no. 08, Kandla, of Deendayal Port Authority	Rs. 23,600 (Incl.GST)	Rs. 63,62,31, 893.00	Rs. 50 lakhs/-	N/A	18/10/2022 upto 1500 Hrs.	18/10/2022 @ 1530 Hrs.

Detailed tender notice along with complete tender documents can be downloaded from website <https://kpt.nprocure.com> from 28/09/2022 @ 14:30Hrs. Tender Notice is also available on <https://deendayalport.gov.in>. Technical Bid will be opened on 18/10/2022 @ 15:30Hrs. Date of opening of price bid shall be notified to successful technically qualified bidders only after scrutiny & evaluation of Technical Bid. For further details and general enquiries, prospective bidders may contact, Superintending Engineer (M) Deendayal Port Authority, P&C Building, New Kandla, Kutch – 370 210, Phone-7008451510/ 9377201085/ 9825303781, before the last date and time of closing of downloading of tender documents, E-mail: mechprojects.dpt@gmail.com, cmepdt@gmail.com, during working hours. Further, addendum/ corrigendum made in Tender documents will be hoisted on website. Bidders are advised to visit the website regularly till the date of submission of bid.

Superintending Engineer (M)

Deendayal Port Authority



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Section -III

NOTICE INVITING TENDERS

(NIT)



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NOTICE INVITING TENDER (NIT)

1. The Deendayal Port Authority represented by Chairman (the "Authority") invites the tender for the work of "Design, Supply, Installation, Testing & Commissioning of Fire-fighting system and associated facilities including Operation & Maintenance for a period of five years as per OISD-156 at Oil Jetty no. 08, Kandla, of Deendayal Port Authority" in the State of Gujarat (the "Project") through an Engineering, Procurement and Construction ("EPC") mode, and has decided to carry out the bidding process for selection of a bidder to whom the Project may be awarded.
2. Deendayal Port Authority, Kandla hereinafter referred to as "Employer", invites sealed bids in three bid system for Design, Supply, Installation, Testing & Commissioning of Fire-fighting system and associated facilities including Operation & Maintenance for a period of five years as per OISD-156 at Oil Jetty no. 08, Kandla, of Deendayal Port Authority in the State of Gujarat from bidders meeting the eligibility and qualification criteria stipulated in the Bidding documents for the work/facilities mentioned below, on lump sum turnkey basis (**LSTK**).
- 3 Bid documents and/or corrigendum downloaded from DPA website /Central Public procurement portal shall only be considered as authentic. Bid documents downloaded from any other source / website is/ are liable for rejection.
- 4 It will be presumed that the Bidder have gone through the entire bidding documents available in the website, which shall be binding on them.

5. Salient features of the bid/Bid Data Sheet (BDS):

A	Tender Notice No. & Date	MS/WK/4054
B	E-tendering no.	MS/WK/4054
C	Tender type & Mode of Tender	E-tendering on Domestic Competitive Bidding Open Tender e-Procurement System https://kpt.nprocure.com under e –procurement section
D	Name of Facilities / Work	Design, Supply, Installation, Testing & Commissioning of Fire-fighting system and associated facilities including Operation & Maintenance for a period of five years as per OISD-156 at Oil Jetty no. 08, Kandla, of Deendayal Port Authority



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E	Scope of work	Design, Supply, Installation, Testing & Commissioning of Fire-fighting system and associated facilities including Operation & Maintenance for a period of five years as per OISD-156 at Oil Jetty no. 08, Kandla, of Deendayal Port Authority
F	Name of Employer	Deendayal Port Authority, Kandla
G	Address of Employer	Deendayal Port Authority, P&C Building, New Kandla, Kutch – 370 210. Contact Person: Superintending Engineer (M) Mob. 7008451510/ 9377201085/ /9825303781 E-mail: mechprojects.dpt@gmail.com , cmедpt@gmail.com
H	Currency to be Quoted and all other transactions in	Indian Rupee
I	Tender Fee	Tender Fees (Non-refundable) of Rs. 23,600 (including 18% GST). Tender fee shall be payable through RTGS/NEFT/DD or any other Electronic mode drawn in favour of "Deendayal Port Authority", payable at Gandhidham. The proof of payment should be uploaded if not paid their bid shall be considered disqualified. 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.
J	EMD	EMD of Rs. 50 lakhs/- in the form of Bank Guarantees (as per enclosed format) drawn from any Nationalized/ Scheduled Banks (Except Co-operative Banks) having its branch in Gandhidham drawn in favour of "Deendayal Port Authority", Gandhidham. The Bank Guarantee shall be uploaded along with the bid. If the Bank Guarantee proof is not attached, the bid is liable for rejection. 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. Accordingly, offer of those bidders shall only be opened whose



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		<p>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 without fail.</p> <p>EMD shall be valid for 90 days beyond the validity of the bid for 120 days. If EMD is not submitted along with the bid, then such bids shall be treated as defective and shall not be considered for further processing.</p> <p>The submitted original Bank Guarantee shall be verified independently by the Port with the bank before finalization of technical offer. In the event of lack of confirmation of issue of the Bank Guarantee by the Bank, the bid shall be treated as defective and shall not be considered for further processing.</p> <p>The EMD of successful Bidder will be released on submission of performance guarantee as per the tender clause and executing the agreement as per tender clause.</p> <p>The EMD of unsuccessful bidders other than L1 & L2 be released immediately after ranking of Bids.</p> <p>(i) Earnest Money of L2 bidder shall be released immediately after entering into agreement with L1 and acceptance of Performance Guarantee from L1.</p> <p>(ii) EMD will be released Suo-motto without any application from the Bidders.</p> <p>(iii) The EMD of successful bidder will be discharged (refunded) after he has signed the the Agreement and furnished the required Performance Guarantee.</p> <p>(iv) Earnest Money Deposit will not carry any interest.</p>
K	Downloading of Bidding documents from	<p>Bidding Documents will be available from the following websites from 28/09/2022 to 18/10/2022</p> <p>https://kpt.nprocure.com</p> <p>http://deendayalport.gov.in, https://www.eprocure.gov.in</p>
L	Viewing & Downloading of Tender Documents	<p>Start Date & Time: 28/09/2022, 1500 hrs.</p> <p>Close Date & Time: 18/10/2022, 1430 hrs.</p>
M	Place of obtaining further information	The Clarification shall be addressed to and submitted to:



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	(ITT clause 5.2)	<p>Superintending Engineer (M)</p> <p>Deendayal Port Authority,</p> <p>P&C Building, New Kandla,</p> <p>Kutch – 370 210.</p> <p>Mob. 7008451510/ 9377201085/ 9825303781</p> <p>E-mail: mechprojects.dpt@gmail.com, cmедpt@gmail.com</p>
N	Manner of Submission of Bid	Refer Clause No. 9.0 of NIT and for Guidelines for online submission of bid.
O	Online Submission of Tender through DPA website	From 28/09/2022 to 18/10/2022 by 15.00 hrs (IST)
P	Pre – Bid meeting	<p>Pre-Bid meeting will be held on 04/10/2022 at 1530 Hrs (IST) onwards.</p> <p>Venue:</p> <p>Administrative office,</p> <p>Deendayal Port Authority,</p> <p>Gandhidham-Kutch- 370201</p> <p>Mob. 7008451510/ 9377201085 /9825303781</p> <p>E-mail: mechprojects.dpt@gmail.com, cmедpt@gmail.com</p> <p>Interested Bidders shall intimate about their Participation in Pre-Bid meeting and send their queries one week prior to date of Pre-Bid meeting through email at mechprojects.dpt@gmail.com, cmедpt@gmail.com</p> <p>Bidders shall note that the queries raised by bidders will be entertained on or before pre-bid meeting only. After pre-bid meeting no query will be entertained by the DPA.</p>
Q	Integrity Pact	Applicable (refer cl.no.37.0 of ITT)
R	Opening of Part – I & II	<p>Part – I of the online Technical bids will be opened at Deendayal Port Authority, Kandla on 18/10/2022 at 1530 Hrs.</p> <p>The bidder in addition to uploading the bid on nprocure website shall also submit the following documents in Original (in physical) by the bidder within seven days from the bid due date of submission time at the address given in sl.no. G above:</p> <ol style="list-style-type: none"> Letter of Undertaking EMD Tender Fee



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		<p>d. Integrity Pact</p> <p>If any of the above documents are not submitted, the bidder shall be considered as non-responsive and their bid shall be liable for disqualification and Part-II of such unresponsive bid will not be opened.</p> <p>Part-II of all other bidders, which are otherwise found responsive, except for any discrepancies such as typographical errors / omissions / deletions/ page(s) not signed etc. in Part-I of documents, will be opened on the same date and venue subsequently. However, in case of any discrepancies as mentioned above in Part-I documents, the bidder shall submit the documents clarifications on intimation by Employer failing which their tenders are liable for disqualification. Part-II of the Bids will be considered for evaluation only after Part-I of the bid complies with the provisions of the bidding documents by the bidder.</p>
S	Contact person for site visit and for the issuance of Site Visit Certificate	<p>Superintending Engineer (M)</p> <p>Deendayal Port Authority, P&C Building, New Kandla, KUTCH – 370 210.</p> <p>Mob. 7008451510/ 9377201085 /9825303781</p> <p>E-mail: mechprojects.dpt@gmail.com, cmедpt@gmail.com</p>
T	Bids Submitted by Consortium/ Joint Venture	<p>Applicable - As per clause 8.4 (b) of ITT.</p> <p>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.</p>
U	Time for Completion	8 months
V	Validity of the offer	120 days from the due date of submission of bid.
W	Technical Evaluation of Bid	Technical evaluation shall be carried out in accordance with the Minimum Eligibility Criteria.
X	Price Bid Evaluation	Price bid evaluation will be based on the Lowest quoted cost of Lump sum turnkey (LSTK) (i.e., Total Contract Price = LSTK of Part A-1 + LSTK of Part A-2)



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Y	Minimum Eligibility/Qualification Criteria (MQC)	<p>Any individual / proprietorship firm / Partnership Firm / Company/Joint Venture (JV)/ consortium, Authorized dealer or Agency or Authorized Channel partner, the Bidder should fulfil the Minimum Eligibility Criteria requirements as detailed below:</p> <p>I) Technical requirement</p> <p>a. Experience of having successfully completed similar works during last 7 years ending last day of month previous to the one in which applications are invited should be either of the following:</p> <table><tr><td>Bidder's Eligibility Criteria (Technical)</td></tr><tr><td>Three similar completed works, each work costing not less than the amount equal to Rs. 25,44,92,758.00</td></tr><tr><td>OR</td></tr><tr><td>Two similar completed works, each work costing not less than the amount equal to Rs. 31,81,15,947.00</td></tr><tr><td>OR</td></tr><tr><td>One similar completed works, costing not less than the amount equal to Rs. 50,89,85,515.00</td></tr></table> <p>Note:</p> <p>1. Similar completed work means:</p> <p>A. Supply, Installation, Testing and Commissioning of "Firefighting pump set/ Firefighting pumping system", 'or', other "Water Pump Set/ Water Pumping System including Vertical Turbine (VT) Pumps with minimum discharge rate of atleast 8200 m3/hr"; with allied Electrical & Instrumentation works with or without AMC thereof executed for any Govt./Semi Govt./ Private reputed organization.</p> <p style="text-align: center;">AND/ OR</p> <p>B. Design, Engineering, Supply, Installation, Testing and Commissioning of <i>complete</i> Fire Fighting System with or without associated works (i.e., Electrical/ Instrumentation/ firefighting safety equipment's etc.) in the sector of Ports/ Fertilizers/ Refineries/ Gas/ Power plant (only thermal or nuclear) / Hydrocarbon/ Chemical industries.</p>	Bidder's Eligibility Criteria (Technical)	Three similar completed works, each work costing not less than the amount equal to Rs. 25,44,92,758.00	OR	Two similar completed works, each work costing not less than the amount equal to Rs. 31,81,15,947.00	OR	One similar completed works, costing not less than the amount equal to Rs. 50,89,85,515.00
Bidder's Eligibility Criteria (Technical)								
Three similar completed works, each work costing not less than the amount equal to Rs. 25,44,92,758.00								
OR								
Two similar completed works, each work costing not less than the amount equal to Rs. 31,81,15,947.00								
OR								
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2. In case bidder has an experience as a consortium/JV member /company/ principal/ OEM 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. In such cases the experienced cost of work will be divided proportionately based on shareholding in JV work of the participated bidders will be considered for evaluation against the Consortium/JV contract.

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.

b. Lead partner should have executed at least one similar work costing Rs. 25,44,92,758.00 as per Minimum Eligibility Criteria.

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.

2.1 If the bidder is Authorized dealer or Agency or Authorized Channel Partner of OEM (Original Equipment Manufacturer) of Pump Manufacturer, the technical and financial eligibility of OEM and the average turn over criteria 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 Authorization letter from OEM. In the tender 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 on Notarized Stamp paper of Rs. 300/- jointly executed by the bidder and OEM of the Pump Manufacturer for satisfactory design, manufacture, supply, installation, testing, commissioning and performance including all warranty obligations as per technical specifications scope, general & special conditions of the contract.



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2.2 Since the work also includes AMC, the Original Equipment manufacturer shall have established own manufacturing facility in India along with in house testing & development facility.

3 Following documents are required in support for technical requirement

(i) Copy of "Work Order/ Agreement and Completion Certificate for Proof of successful execution of the work issued by the respective Employer.

(ii) In case the Bidder executed the work in private organization, then the respective work TDS Certificates issued by competent authority / CA certificate with UDIN shall also be submitted along with the bid submission

The submitted TDS certificate shall be not less than the cost as mentioned in the MQC for particular work.

6. "Similar Completed work" in EPC or ITEM RATE is also acceptable.

II) Financial eligibility requirements:

a) The average annual financial turnover of the bidder (Sole or consortium) for the last three years (i.e. 2019-20, 2020-21 & 2021-22) ending 31st March of the previous financial year and should not be less than Rs. 19,08,69,568.00.

In the case of bid submitted by JV/ Consortium, the lead partner of the JV shall meet the Minimum Eligibility Criteria of Financial Turnover

Note:

i. Copies of Annual Reports should be furnished in proof of above financial credential, or in case of non – applicability of Annual Reports, copy of audited financial statements certified by Chartered Accountant should be furnished. The figures of only revenue through operations and business turnover shall be taken into consideration for financial eligibility.

ii. The average annual financial turnover of the bidder (Sole or consortium) for the last three (i.e. 2019-20, 2020-21 & 2021-22) ending 31st March of the previous financial years

III) Net-worth:

i. If the Bidder is a single party: The net-worth of the bidder (singly entity) should be positive in last three financial year as per the audited financial



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statements and Net-worth means the sum total of the paid-up share capital and free reserves.

ii. If the bidder is a Consortium/ JV

Consortium/ JV: Net worth of each partner of the bidding consortium should be positive in last financial year as per the audited financial statements and Net-worth means the sum total of the paid-up share capital and free reserves.

Free reserves means all reserves credited out of the profits and share premium account but does not include reserves credited out of the revaluation of the assets, write back of depreciation provision and amalgamation. Further any debit balance of profit and Loss account and miscellaneous expenses to the extent not adjusted or written off, if any, shall be reduced from reserves and surplus.

Eligibility and qualifications of consortium shall be as per clause no. 8.4 (b) of ITT.

Note:

(i) Void

(ii) The bidder's financial evaluation vis-à-vis the requirements as stipulated above shall be done on the basis of duly printed Annual Report of the immediately preceding three (3) years submitted by the bidder along with the bid. Further, standalone audited Annual Financial Statements of the bidder, duly certified / attested by notary public with legible stamp shall be forming part of the Annual Report.

(iii) In case, if the bidder has not submitted the above Annual Report along with the bid, then a certificate from CEO/CFO shall be submitted along with bid mentioning that the requirements of Annual Report as per governing law of the country is not mandatory. In such cases, duly notarized copies of Audited Printed Annual Financial Statements (Balance sheet, Profit & Loss Statements, cash flow statements, Auditors Report there on including all relevant Schedules/ annexure, etc.) for the immediately preceding three (3)years be submitted by the bidder along with the bid.

(iv) In case current assets and / or current liabilities are not classified separately in audited Balance Sheet, a certificate from Statutory Auditor carrying out the Statutory Audit, for current assets and / or current liabilities, as the case may be, clearly defining the items considered for the same, should be enclosed. However, trade payables shall be a part of current liabilities.

(v) Wherever, the annual Report/duly notarized copies of Audited Printed



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		<p>Annual Financial Statements are in language other than English, then copy duly translated & printed in English language and certified by approved/ recognized English translator shall be submitted with the bid.</p> <p>Remarks: In case the tenders are having the bid closing date up to 30th September of the relevant financial year and audited financial results of the immediate preceding financial year are not available, the bidder has an option to submit the audited financial results of the 3 years immediately prior to that. Wherever the closing date of the bid is after 30th September of the relevant financial year, bidder has to compulsorily submit the audited financial results for the immediate 3 preceding financial years.</p> <p>The bid shall be evaluated and qualified based on the above MQC requirement.</p>
Z	Alternative Bids	Not Applicable
AA	Name of the External Independent Monitor & Address (Integrity Pact)	<p>Shri. S K Sarkar, IAS (Retd.) B-104, Nayantara Aptt., Plot 8 B, Sec 07, Dwarka, New Delhi – 110 075, Mobile Nos. 98111 49324 Email:sarkar1979@gmail.com</p> <p>(2) Shri Saurabh Chandra, IAS (Retd.) A-9, Sector-30, Noida (UP) 201301 Mobile No. 9871322133 Email: saurabh7678@yahoo.co.in</p>

6. Each Tenderer/Bidder shall submit only one bid in compliance with the requirements of the bidding documents.
7. Submission alternative bid, more than one bid by single bidder, such bidder will be considered as non-responsive and disqualified.
8. If Bidder participated in consortium/JV and also individually, such both the firms (sole/JV/consortium) shall be considered as a disqualified.

9. Submission of Bids

Bids will be accepted only through the e-tender portal. No manual bids submission shall be permitted. Tender issuing authority is not responsible for the delay /non-downloading of tender documents by the recipient due to any problem in accessing the e-tender website. The tender publishing authority is also not responsible for delay in uploading bids due to any problem in the e-tender website.



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For submitting online bid, the prospective bidder is requested to visit the following (n)Procure website link;

<https://kpt.nprocure.com>

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 Infotower, S.G. Road,

Bodakdev, Ahmedabad – 380054 (Gujarat)

Contact Details:

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

BSNL: +91-79-2684511, 26854512, 26854513 (EXT: 501, 512, 516, 517, 525)

Reliance: +91-79-30181689

Fax: +91-79-26857321, 40007533

E-mail: nprocure@gnvfc.net

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

The documents to be submitted in three parts are given hereunder.



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Eligibility Criteria:

Part I: The following constitutes Part-I of the documents;

Sl.No	Description	Remarks
(i)	Letter of Undertaking as per Annexure – 1 to ITT	Bidder is requested to upload the scanned copy of Letter of Undertaking (LOU)
(ii)	EMD	<p>EMD of Rs. 50 lakhs/- in the form of Bank Guarantees (as per enclosed format) drawn from any Nationalized Banks/ Scheduled Banks (Except Cooperative Banks) having branch in Gandhidham in favour of "Deendayal Port Authority, Gandhidham. Copy of the same shall be uploaded, if not their bid shall be considered disqualified. 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.</p> <p>EMD shall be valid for 90 days beyond the validity of the bid of 120 days.</p>
(iii)	Tender Fee	<p>Tender Fees (Non-refundable) of Rs. 23,600/- (including 18% GST). 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.</p> <p>Tender fee shall be payable through RTGS/ NEFT/ DD or any other Electronic mode drawn in favour of "Deendayal Port Authority", payable at Gandhidham. The proof of payment should be uploaded If not paid their bid shall be considered as disqualified.</p>
(iv)	Duly signed Integrity Pact as per the pro-forma as prescribed in the Tender	Bidder is requested to upload the scanned copy of signed Integrity Pact.



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Hard copies of the above documents are to be submitted in sealed cover duly super scribing the "PART – I", and mentioning tender No., Name of the work, within seven days from the date of submission, and Name & Address of the tenderer on the envelope and the same shall be addressed to as mentioned hereunder

Superintending Engineer (M)
Deendayal Port Authority,
P&C Building, New Kandla,
Kutch – 370 210.

Mob. 7008451510/ 9377201085/ 9825303781

E-mail: mechprojects.dpt@gmail.com, cmcdpt@gmail.com

Part II :

The following documents comprise Part-II of Bid;

1	Letter Comprising the Technical Bid (as per Annexure 1A of ITT)	Bidder is requested to upload the scanned copies of the all required details of the relevant Annexure
2	Letter Comprising the Financial Bid (as per Annexure 1B of ITT)	Bidder is requested to upload the scanned copies of the all required details of the relevant Annexure
3	Pre-Qualification of Bidders (as per Annexure 1C of ITT)	Bidder is requested to upload the scanned copies of the all required details of the relevant Annexure
4	Details of work done to be considered for meeting the Eligibility criteria (as per Annexure-3a of ITT)	Bidder is requested to upload the scanned copies of the all required details of the relevant Annexure
5	Format for Chartered Accountant Certificate/ Certified Public Accountant (CPA) for Financial Capability of the Bidder (as per Annexure-3b of ITT)	Bidder is requested to upload the scanned copies of the all required details of the relevant Annexure
6	Information about the Bidder (as per Annexure – 4 of ITT)	Bidder is requested to upload the scanned copies of the all required details of the relevant Annexure
7	"No Deviation" Confirmation (as per Annexure – 5 of ITT)	Bidder is requested to upload the scanned copies of the all required details of the relevant Annexure
8	Format for Declaration (as per Annexure – 6A of ITT)	Bidder is requested to upload the scanned copies of the all required details of the relevant Annexure



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9	Letter of Authority for Submission of Bid (as per Annexure – 6B of ITT)	Bidder is requested to upload the scanned copies of the all required details of the relevant Annexure
10	Copy of PAN Card & PF Registration Certificate or In case, the bidder does not possess valid PF code number, then the bidder has to give an undertaking (as per Annexure-7 of ITT)	Bidder is requested to upload the scanned copies of the all required details of the relevant Annexure
11	Proforma of Joint Venture/ Consortium Agreement (as per Annexure – 8 of ITT)	Bidder is requested to upload the scanned copies of the all required details of the relevant Annexure
12	Format for Power of Attorney for Signing of Bid (as per Annexure – 9A of ITT)	Bidder is requested to upload the scanned copies of the all required details of the relevant Annexure
13	Proforma of Power-of-Attorney for Lead Member Of JV/ Consortium (as per Annexure – 9B of ITT)	Bidder is requested to upload the scanned copies of the all required details of the relevant Annexure
14	Format for Affidavit of Self Certification regarding Domestic Value Addition in Iron & Steel Products to be provided on Rs.300/- Stamp Paper (FORM-1 as per ITT)	Bidder is requested to upload the scanned copies of the all required details of the relevant Annexure
15	Proposed Organizational setup at Project Site (as per Annexure – 11 of ITT)	Bidder is requested to upload the scanned copies of the all required details of the relevant Annexure
16	Audited Financial Statements including Profit and Loss statements for the last three financial years by sole bidder/ all members of the consortium or Chartered Accountant Certificate of Annual Turnover for last three (3) consecutive financial years in support of their financial credentials, in lieu of the Annual Financial Statements	Bidder is requested to scan the documents and upload the same.
17	In support of work experience in private organization, bidder to submit related TDS certificate from the employer.	Bidder is requested to scan the documents and upload the same.
18	Amendments/ corrigenda/ Addenda etc. on this tender document, if any, issued by the Employer, duly signed by the Tenderer	Bidder is requested to scan the documents and upload the same.
19	Blank price format with the word “QUOTED” written in place of price data furnished in the Price Bid	Bidder is requested to scan the documents and upload the same.
20	Bank account details of sole bidder or joint account of the	Bidder is requested to scan the documents



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	consortium to be provided	and upload the same.
21	Declaration by the tenderer in his letter head that the firm is not blacklisted by any PSU/Govt. body. On verification if it is found that the tenderer has given misleading / false information, then his tender will be summarily rejected.	Bidder is requested to scan the documents and upload the same.
22	Declaration by the Tenderer on his letter head informing relationship with employees of DPA, if any.	Bidder is requested to scan the documents and upload the same.
23	Time schedule in the form of Bar Chart	Bidder is requested to scan the documents and upload the same.
24	Overall description of the method proposed for carrying the work	Bidder is requested to scan the documents and upload the same.
25	Tenderer's proposed quality assurance program	Bidder is requested to scan the documents and upload the same.
26	Itemized list of commissioning spares and AMC spares Others, if any (Bidder to specify)	Bidder is requested to scan the documents and upload the same.
27	'A' class Electrical certificate, if applicable	Bidder is requested to scan the documents and upload the same.
28	Technical Specifications and Data Sheet for Pumps	Bidder is requested to scan the Authentication documents duly signed and stamped by the OEM and upload the same.
29	Site visit certificate	Bidder is requested to scan the documents and upload the same.
30	Hardcopy of the Tender	Bidder is requested to scan the documents and upload the same.
31	Checklist for submission of Bid	Bidder is requested to scan the documents and upload the same.

Hard copies of the above documents are to be submitted in sealed cover duly super scribing the "PART – II", and mentioning tender No., Name of the work, within seven days from the date of submission, and Name & Address of the tenderer on the envelope and the same shall be addressed to as mentioned hereunder

Superintending Engineer (M)
Deendayal Port Authority,
P&C Building, New Kandla,
Kutch – 370 210.

Mob. 7008451510/ 9377201085/ 9825303781

E-mail: mechprojects.dpt@gmail.com, cmедpt@gmail.com



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Note: Mode of payment through RTGS / NIFT or any electronic mode: -

1. Deendayal Port Authority
2. Account No. 10080100022427
3. Name of Bank & Branch: Bank of Baroda, Gandhidham-Gujarat.
4. IFSC Code of the Bank: BARB0GANKUT
5. The proof of paid amount receipt or number shall be uploaded with bid.

FOR FURTHER DETAILS, AMENDMENTS OR EXTENSION OF TIME, PLEASE VISIT <https://kpt.nprocure.com> OR www.deendayalport.gov.in OR <https://www.eprocure.gov.in>

Part-III: Price Bid to be submitted as per the instruction indicated in n-procure portal.

Bidders are requested to note that they should necessarily submit their financial bids in the format provided on nprocure portal and no other format is acceptable.

If the Price schedule file is found to be modified by the bidder, the bid will be rejected.

Price bid will be opened electronically of only those bidder(s) whose Part I and II Techno Commercial Bid is found to be Techno-Commercially acceptable to DPA. Such bidder(s) will be intimated the date of opening of Part III Price bid, through valid email confirmed by them.

For Further Guidelines for online submission of Bid, please refer to instructions given in n procure portal.

9.1 It shall be the responsibility of the Tenderers submitting the bid to ensure that the bid has been submitted in the formats and as per the terms and conditions of the tender documents and no change should be made therein. In the event of any doubt regarding the terms and conditions/ formats, the bidder concerned may seek clarifications from Deendayal Port Authority.

In case, any tampering/ unauthorized alteration is noticed in the Bid submitted from the Bidding Document available on the above mentioned Websites, the said bid shall be summarily rejected and the company (DPA) shall have no liability whatsoever in the matter.

9.2. DPA takes no responsibility for delay, loss or non-receipt of documents sent by post. No financial obligations shall accrue to the DPA in such an event.

9.3. The bidder has to submit all the relevant documents along with the bid submission to avoid the further clarification etc., resulting in delay on finalization of the contract.

9.4 The Bidder shall visit the site and acquaint themselves of the prevailing local conditions before submitting their bid and confirm in the letter of undertaking (Annexure - 1 to ITT) that the bidder has visited the site. Bidder shall note that site visit certificate is mandatory and the certificate shall be as per Annexure 14.



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- 9.5.** Tenderers, who are associated for this Tender with the Consultant or any of its associates that have been engaged by the Employer to provide Consultancy Services for the preparation of design, Specifications & other documents to be used for procurement of the facilities to be purchased and installed under this Invitation are ineligible to bid for this tender.
- 9.6** Tenderers shall not directly or indirectly, take any service or assistance from the Consultant of DPA (if any) for the above work and for any work related to the Employer, if he becomes successful Tenderer.
- 9.7** Validity of the bid shall be kept valid for a period of 120 days from the due date of submission of the bid.
- 9.7.1** The Employer reserves the right to accept or reject any bid or to annul the Bidding process and reject all bids at any time prior to award of the Contract without assigning any reason whatsoever and without thereby incurring any liability whatsoever to the affected Tenderer(s). Mere submission of tender document shall not mean fulfillment of requirements of eligibility of the Tenderer(s).
- 9.8** Bids with Consortium: Refer Clause no. 8.4 of ITT and Clause no. 3.9 of GCC.
- 9.9** The Tender Documents are non-transferable and shall be used by the tenderer who have downloaded the tender document from DPA's website only for the specific purpose for which the Tender document have been issued / uploaded on Employer's website.
- 10.** The Bidders may be required to explain / justify the basis of their quoted price as and when asked for. In case, any bidder fails to justify his quoted price or refuse to co-operate in this regard, such bidder will not be considered for participating in the re-tendering, if the contract is not finalized from the present bidding.
- 11.** Even if a Bidder is found to be meeting all the eligibility criteria and other requirements, he is liable to be disqualified, without prejudice to Employer's right to take legal actions as per the forms, statements, translations and enclosures submitted in proof of eligibility and qualification requirements and / or made any misrepresentation of facts in order to influence the tendering process and its outcome and the same is found to be true by the Employer upon verification or otherwise.
- 12.** This Notice Inviting Tender will form part of the Tender document.

**Superintending Engineer (M)
Deendayal Port Authority**



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Section -IV

INSTRUCTIONS TO TENDERERS (ITT)



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INSTRUCTIONS TO TENDERERS (ITT)

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Annexure to ITT

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INSTRUCTIONS TO TENDERERS (ITT)

1. Eligible Bidders

- 1.1 This Notice Inviting Tender (NIT), issued by the Employer, is for the Bidders (Single, or a consortium thereof) meeting the eligibility criteria.
- 1.2 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.
- 1.3 The invitation for Bids is open to all eligible bidders meeting the eligibility criteria as defined in clause regarding Eligibility Criteria.
- 1.4 All bidders shall fill the Annexure provided in Section.
- 1.5 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.
- 1.6 Bidders shall not be under a declaration of ineligibility for corrupt and fraudulent practices issued by the employer.

2. Facilities - Plant, Equipment & Services

2.1 For the purposes of these Bidding Documents, the word "Facilities" means the plant and equipment to be designed, manufactured, supplied and installed as per scope of Bidding Document, under the Contract. The words "plant & equipment," etc., shall be construed in accordance with the respective definitions given to them in the General Conditions of Contract.

3. Cost of Bidding

3.1 The Bidder shall bear all costs associated with the preparation and submission of its bid, and the Employer will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.

B. THE BIDDING DOCUMENTS

4. Content of Bidding Documents

4.1 The Facilities required, bidding procedures, Contract terms and technical requirements are prescribed in the Bidding Documents. The Bidding Documents include the following sections:

Vol-I: Commercial Document



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- a. Notice Inviting Tender (NIT) including Salient features / Bid Data Sheet (BDS)
 - b. Instruction to Tenderer (ITT) with Annexure 1 to 14
 - c. Form of Contract Agreement with Appendices 1-6
 - i. Appendix-1: Price Schedules
 - ii. Appendix-2: Time Schedule
 - iii. Appendix-3: Terms of Payment
 - iv. Appendix-4: Price Adjustment due to Variation in Price Indices
 - v. Appendix-5: Performance Guarantees
 - vi. Appendix-6: List of approved vendors
 - d. Special Conditions of Contract (SCC)
 - e. General Condition of Contract (GCC) with Annexures I-X
 - i. Annexure I - Specimen Bank Guarantee Performance Guarantee/ Security Deposit
 - ii. Annexure IB - Form of Extension of Bank Guarantee
 - iii. Annexure II - Bank Guarantee for release of payment against Commissioning Certificate; Performance Guarantee Certificate; Final Acceptance Certificate
 - v. Annexure IIIA - Performa for Custody cum Indemnity Bond
 - vi. Annexure -IIIB - Disputes Review Board Agreement
 - vii. Annexure IV - Form of Preliminary Acceptance Certificate
 - viii. Annexure V - Form of Commissioning Certificate
 - ix. Annexure VI - Form of Performance Guarantee Certificate
 - x. Annexure VII - Form of Final Acceptance Certificate
 - xi. Annexure VIII - Form of Letter of Acceptance
 - xii. Annexure IX - Issue of Notice to Proceed With the Works
 - xiii. Annexure X - Form of Change Order
 - f. Safety Code for Contractor including General Terms & Conditions with Annexures
- Vol-II: Employer Requirements and AMC

4.2 The Bidder is expected to examine all instructions, forms, terms, specifications and other information in the Bidding Documents. Failure to furnish all information required by the



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Bidding Documents or submission of a bid not substantially responsive to the Bidding Documents in every respect will be at the Bidder's risk and may result in rejection of its bid.

4.3 Bid documents and/or corrigendum downloaded from DPA website /Central Public procurement portal and nprocure shall only be considered as authentic. Bid documents downloaded from any other source / website is/are liable for rejection.

4.4 The Bidder shall download the "Bidding Document" available in the website in totality.

4.5 It shall be the responsibility of the prospective bidders to ensure that the Bids have been submitted in the formats and as per the terms and conditions prescribed in the website and no change is made therein. The documents placed in website along with this detailed Notice Inviting Tender/Bid (NIT) forms the complete bidding document.

All the documents along with detailed NIT as placed in the website are final including clarification, drawings, corrigendum, addendum, pre-bid meetings, if any. On verification, at any time, whether the Bidder is successful or not, if any of the documents submitted by the Bidder including the documents downloaded from Employer's above mentioned website / issued are found tampered/ altered / incomplete, they are liable for rejection, cancellation & termination of the Contract, debarring, etc. as per the rules of the Company.

Bidders are requested to submit the hard copies of the Tender document with duly sign and stamp.

In case of any discrepancies between Bid documents submitted by the Bidder and the master copy available with DPA, the master copy shall be considered authentic and shall be binding on the Bidder. No claim on this account from the Bidders will be entertained.

4.6 The bidder shall submit non-refundable fee in favor of Deendayal Port Authority, Gandhidham" payable at Gandhidham towards cost of the Bidding Document along with their bid, as per details given in Bidding Document

4.7 It will be presumed that the Bidder have gone through the entire bidding documents available in the website, which shall be binding on them.

5. Clarification of Bidding Documents

5.1 The Bidder is required to carefully examine the Bidding Documents, terms & conditions of Form of Agreement, drawings and other details relating to work given in the Bidding Documents and fully acquaint himself as to all conditions and matters which may in any way affect the work or the cost thereof. Bidder is deemed to have known the scope, nature and magnitude of the work and the requirements of materials, labour involved, site conditions etc.

Failure to furnish all information required by the Bidding Documents or submission of a bid not substantially responsive to the Bidding Documents in every respect will be at the Tenderer's risk and may result in rejection of such bids.

5.2 A Bidder requiring any clarification of the Bidding Documents may notify the Employer in writing or by telefax or e-mail at the Employer's mailing address indicated in the Notice



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Inviting Tender and BID DATA SHEET In particular, if a Bidder desires to seek any clarification on the documents including those listed in ITT Sub-Clause 20.3, such a clarification should be raised at this stage. The Employer will respond in writing to any request for clarification or modification of the Bidding Documents that it receives not later than 14 (fourteen) days prior to the deadline for submission of bids prescribed by the Employer. Written copies of the Employer response will be uploaded in the website of Employer.

Any clarification/ amendment/ corrigendum issued prior to submission of Bids would be put on the web site mentioned in NIT. All such clarifications shall form part of Bid documents. Bidders have to examine all clarifications on the website periodically & submit their bids accordingly. In case any queries remain un-replied, it shall be construed that in respect of those queries, the respective stipulations of the Bidding Documents shall continue to apply and/or no new stipulations are made with respect to those queries.

The Tenderer shall be deemed to have visited and examined the site where the Work are to be carried out and its surroundings and obtained for itself on its own responsibility all information, the nature & details of existing structures, if any, and also as to the nature & conditions of Railways, roads, bridges & culverts, means of transport & communications, whether by land, water or air and as to possible interruptions thereto and access and egress from the site, to have made independent enquiries, examined and fully satisfied itself as to the sources for obtaining sand, stones, bricks and all other construction materials, underground existing services, sub-soil conditions, subsoil water conditions, storms, prevailing winds, climatic conditions and all other similar matters which may affect the work, that may be necessary for preparing the bid and entering into a Contract for execution of work. The costs of visiting the site shall be at the Tenderer's own expense.

- 5.3** The Bidder and any of its authorized personnel or representative will be granted permission by the Employer to enter upon its premises and lands for the purpose of inspection, but only upon the condition that the Bidder, its personnel and representative will release and indemnify the Employer and its representatives from and against all liability in respect thereof and will be responsible for death or personal injury, loss of or damage to property and any other loss, damage, costs and expenses incurred as a result of the inspection.
- 5.4** The Bidder shall be deemed to have acquainted itself of local/ Government taxes, duties, laws, statute, regulations, levies and other charges relating to supplies to be made, services to be rendered and works to be done at site as applicable at the work site.
- 5.5** Any neglect or omission or failure on the part of the Bidder in obtaining necessary and reliable information or on any other matter affecting the Bidder, shall not relieve the Bidder from any risk or liability or the entire responsibility for completion of the work in accordance with the Bidding Documents.

Any clarification/amendment issued prior to submission of Bids will be put on the web site of Employer and Central Procurement portal for the purpose of downloading by all the prospective Tenderers who have downloaded Bid documents and also will be communicated



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to these Tenderers either by e-mail/fax. Tenderers shall submit their bids accordingly. A copy of such clarifications shall be enclosed with the bid. All such clarifications shall form part of Bid documents.

The Tenderers have to check the website of Employer and / or CPP portal periodically.

6. Amendment of Bidding Documents

6.1 At any time, prior the deadline for submission of bids, the Employer may, for any reason, whether at its own initiative, or in response to a clarification requested by a bidder, amend the Bidding Documents.

6.2 Any addendum/corrigendum/clarifications thus issued shall be part of the Bidding Documents and shall be hosted on the websites as mentioned above. All the prospective bidders who have attended the pre bid meeting/submitted Bid document fee till date shall be informed by e-mail/Fax about the addendum/corrigendum/ clarifications to bidder's query for their reference. All bidders would be presumed to have examined all amendments & have submitted their bids accordingly.

6.3 In order to afford bidders reasonable time to take the amendment into account in preparing their bid, the Employer may, at its discretion, extend the deadline for the submission of bids. Notification of extension, if any, of the deadline for submission of bids, shall be put on the web-site mentioned in NIT also.

C. PREPARATION OF BID

7. Language of Bid

7.1 The bid prepared by the Bidder and all correspondence & documents related to the bid exchanged by the Bidder and the Employer, shall be written in the English language. Bid submitted in any other language is liable to be rejected. In case any printed literature furnished by the Bidder, is written in another language, it must be accompanied by a translation of its pertinent passages in the English language and for the purposes of interpretation of the bid, such translation shall govern.

7.2 Void

8. Documents Comprising the Bid

8.1 The bid duly completed and signed by the Bidder together with Attachments and amendments/ corrigenda of bids, if any should be submitted and shall comprise the following documents in separate sealed covers:

Part-I - "Tender fee, EMD, Letter of Undertaking and Integrity pact

Part-II - "Techno-Commercial Bid"

Part-III - "Price Bids" only.

8.2 Void



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8.3 Void

8.4 Attachments to the Bid

Each Bidder shall submit with its bid the following attachments:

- (a) Attachment 1: Power of Attorney

*** To be attached with Part II (Commercial Part)**

A power of attorney, duly authenticated by a Notary Public, indicating that the person(s) signing the bid have the authority to sign the bid and thus that the bid is binding upon the Bidder during the full period of its validity, in accordance with ITT Clause 12.

In case the bidder is a limited company, a copy of resolution passed by the Board of Directors of that company authorizing that person to file the bid on behalf of the company. The copy of the said resolution should have the common seal of the company and be attested either by the company secretary or its Director.

- b) **Attachment 2 : Eligibility & Qualifications of consortium**

*** to be attached with Part II**

Bids submitted by a consortium (not more than three parties) shall comply with the following requirements:

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.

- a. A legally binding Joint venture / Consortium Agreement signed by authorized signatories of all the partners of the JV/Consortium, as per the proforma at **Annexure-8** shall be enclosed with the bid.
- b. 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 **Annexure-9B**, which shall be duly authenticated by a notary public or equivalent certifying authority, shall be enclosed with the bid.
- c. 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



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parts of the ensuing Contract in respect of Agreement of Arbitration, etc.). The Contract shall be signed by legally authorized signatories of all partners.

- d. 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.
- e. 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.
- f. Bid Security as required shall be furnished by Lead Member of Joint venture.
- g. Performance Guarantee, as required, will be furnished by Lead Member of Joint venture.
- h. 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.
- i. Each partner must submit the complete documentation, or portions applicable thereto, required qualifying the firm for bidding.
- j. 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.
- k. 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.
- l. The Lead Partner shall be authorized to act on behalf of the JV/Consortium.
- m. All the correspondences between the Employer and the contractor shall be routed through the Lead Partner.
- n. 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.
- o. An undertaking that all the partners are jointly and severally liable to the Employer for the performance of the contract shall be enclosed with the bid.
- p. 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.
- q. 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



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and the Employer may take action under relevant clause(s) of the Bid Document and/or General Terms and Conditions of Contract.

- r. One of the partners of JV/Consortium should have downloaded the bid documents.
- s. Void
- t. Audited Profit and Loss account and balance sheet for the last three financial years by prime bidder / Lead member (leader) and all the members of the consortium.
- u. A copy of the Memorandum of Agreement (MOA) entered into by the consortium members prior to stipulated due date of submission of bids and valid till Time for Completion plus Defect Liability Period for the Facilities shall be submitted.
- v. Bidders are not allowed to form new consortium (consortia) with other Bidders participating in the tender. The composition or the constitution of the consortium, who have become eligible, may be permitted to alter (other than leader) only with the prior consent of the Employer in writing.
- w. For the purpose of formation of consortium, a member shall be an independent and single legal entity as per laws of India or as per laws in the country of such member and should have its own independent financial accounting system as per laws of India or as per laws in the country of such member.

(c) Attachment 3: Eligibility and Conformity of the Facilities

To be attached with part II technical part Documentary evidence established in accordance with ITT Clause 1 that the Facilities offered by the Bidder in its bid are eligible & conform to Bidding Documents.

The documentary evidence of the conformity of the Facilities to the Bidding Documents may be in the form of literature, drawings and data, and the Bidder shall furnish:

- (i) A detailed description of the essential technical and performance characteristics of the Facilities
- (ii) a list giving full particulars, including available sources, of all spare parts, special tools, etc., necessary for the proper and continuing functioning of the Facilities for the period of Five (5) years (or as specified in the Bid Data Sheet), following Completion of Facilities in accordance with the provisions of the Contract,
- (iii) Commentary on the Employer's Technical Specifications and adequate evidence demonstrating the substantial responsiveness of the Facilities to those specifications. Bidders shall note that the standards for workmanship, materials and equipment designated by the Employer in the Bidding Documents are intended to be descriptive (establishing standards of quality and performance) only and not restrictive.



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The Bidder may substitute alternative standards, brand names and / or catalogue numbers in its bid, provided that it demonstrates to the Employer's satisfaction that the substitutions are substantially equivalent or superior to the standards designated in the Technical Specifications.

(d) Attachment 4: Vendors Proposed by the Bidder

*** To be attached with part II commercial part**

The Bidder shall choose its Vendors from the approved list of Vendors / Preferred Makes as provided in TS, GTS, Bidding Documents, for all major items of supply or services. However, the Bidder shall indicate details of all such major items of supply or services that it proposes to purchase or sublet, and shall give details of the name and nationality of the Vendors for each of these items. Bidders are free to list more than one Vendor against each item of the Facilities.

The Bidder may propose names of additional Vendors for any items of supply or services.

The Employer reserves the right to reject or accept any or all the Vendors proposed by the Bidder, prior to award of Contract and after discussions with the Bidder during the clarification meeting between the Employer & the Bidder pursuant to ITT Clause 23. Accordingly TS, GTS shall be amended to include additional Vendors for any item, if accepted by the Employer.

(e) Attachment 5 : Deviations

Bidders are required to quote strictly as per Bidding Documents, without any deviation.

(f) Attachment 6 : Alternative Bid- Not admissible Bidders are required to quote strictly as per Bidding Documents, without any alternative bids.

9. Letter of Undertaking and Price Schedules

9.1 The Bidder shall complete the Letter of Undertaking (ITT - **Annexure- 1**) and appropriate Price Schedules furnished in the Bidding Documents in the manner and detail indicated therein and submit the same with its bid.

10. Bid Prices

10.1 Bidders shall quote for the entire facilities on a "single responsibility" basis such that the total bid price covers all the Contractor's obligations mentioned in or to be reasonably inferred from the bidding documents in respect of the Design, Supply, Installation, Testing & Commissioning of Fire-fighting system and associated facilities including Operation & Maintenance for a period of five years as per OISD-156 at Oil Jetty no. 08, Kandla, of Deendayal Port Authority. This includes all requirements under the Contractor's responsibilities for testing, pre-commissioning and commissioning of the facilities and, where so required by the bidding documents, the acquisition of all permits, approvals and licenses, etc.; the operation, maintenance and training services and such other items and services as may be specified in the bidding documents. Items against which no price is entered



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by the Bidder will not be paid for by the Employer when executed and shall be deemed to be covered by the prices for other items.

10.2 Bidders are required to quote the price for the commercial and technical obligations outlined in the bidding documents.

(i) Supplies & Services quoted in Indian Rupee shall be quoted on “at- Employer’s site” basis and shall be inclusive of all costs as well as all taxes, duties, Levies & Charges paid or payable in India as on Base Date.

(ii) Contract Price should not include any element of agency commission.

11. Bid Security (EARNEST MONEY DEPOSIT- EMD)

11.1 EMD is paid by each tenderer (unless otherwise specified in tender document) to enable DPA to ensure that a tenderer does not back out of their tender before its acceptance, or refuse to execute the work after it has been awarded to them.

EMD as specified in NIT shall accompany the tender in Part I of the tender as tender guarantee. The Tender Guarantee offered should be in the following form:

(ii) An irrevocable Bank Guarantee of any Nationalized Banks/ Scheduled Banks (**Except Cooperative Banks**) having branch in Gandhidham in favour of “Deendayal Port Authority, Gandhidham” payable at Gandhidham. Pro-forma of the Bank Guarantee is enclosed as Annexure-2A to ITT.

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.

It is the responsibility of the bidder to ensure that the Original Bank Guarantees as applicable for the purpose of tender / Contract are submitted directly within stipulated time by their bankers to the Tender Receiving Authority / Owner / Employer i.e. Deendayal Port Authority (DPA) under Registered Post.

The bidder must submit a photocopy of the same bank guarantee along with his tender / relevant contract document for linking. In exceptional cases where the Tenderers submit the original BGs directly to DPA along with their tender / contract documents as applicable, Tenderers have to ensure that a duplicate copy of the same is submitted directly within stipulated time by the issuing bank to DPA under Registered Post. In the event of discrepancy between the original bank guarantee with respect to the copy of BG as submitted by the bidder or the duplicate copy of BG as sent by the bank, and / or delays in submission of original / duplicate BGs, the bid, shall be liable for rejection.

In case, EMD BG is not reached within the stipulated date and time of submission of tender or copy of bank guarantee is not in Part-I of the tender, then the tender shall be summarily rejected and Part-II of such offer shall not be opened.



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11.2 The EMD will 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 or
 - b) furnish the required performance Guarantee
 - (iv) The bidder submits more than one bid
- 11.3 No interest will be payable on the Bid Security.

12. Period of Validity of Bid

12.1 Bids shall remain valid for 120 days from the due date of submission of tender and accordingly tenderer shall submit Letter of undertaking as per Annexure –1 to ITT. A bid valid for a shorter period shall be rejected by the Employer as being nonresponsive.

12.2 If required, the Employer may request the Tenderer to extend the bid validity period. The request and responses thereto shall be made in writing. If a tenderer accepts to extend the period of validity of bid, the BG submitted towards EMD will also be extended for a further period of 90 Days beyond the extended period of validity of offer failing which the validity extension given by the Tenderer (as submitted in validity extension letter) shall not be considered. A Tenderer may refuse the request without forfeiture of his EMD. The tenderer accepting such request shall not modify their bid on their own.

13. Format and Signing of Bid

13.1 The bidder shall submit e-bid as per relevant clause of NIT on DPA's e-tender website: (<https://kpt.nprocure.com>) as per guidelines given therein.

13.2 The e-bid consisting of the documents listed in ITT Clause 8, shall be signed by the person or persons duly authorized to sign on behalf of the bidder. The letter of authorisation shall be through power of attorney accompanying the Bid under ITT Sub-Clause 8.4 (a).

13.3 Any alteration, omission, addition, interlineations, erasures or overwriting shall only be valid if they are initialed by the person or persons signing the bid.

D. SUBMISSION OF BIDS

14. Sealing and Marking of Bids: VOID

15. Deadline for Submission of Bids

15.1 The Bid must be submitted online by the bidder in DPAs e-tender portal not later than the time and date (deadline) stated in the tender. The Physical documents as specified in NIT and ITT must be received by DPA, Kandla at the address as specified in NIT, not later than the time and period as given in NIT.

15.2 The Employer may, at its discretion, extend the deadline for submission of bids by amending the bidding documents in accordance with ITT Sub-Clause 6.3, in which case all



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rights and obligations of Employer and Bidders will thereafter be subject to such extended deadline.

15.3 It shall be the responsibility of the prospective Tenderers to ensure that the Bids have been submitted in the formats and as per the terms and conditions prescribed in the Bidding documents and no change is made therein. The documents placed in website along with this detailed Notice Inviting Tender (NIT) forms the complete bidding document. All the documents along with detailed NIT as placed in the website is final including clarification, drawings, corrigendum, addendum, pre-bid meetings, if any.

15.4 On verification, at any time, whether the Bidder is successful or not, if any of the documents submitted by the Bidder including the documents downloaded from the website mentioned in NIT / issued are found tampered/ altered / incomplete, they are liable for rejection, cancellation & termination of the Contract, debarring, etc. as per the rules of the Company.

15.5 In case of any discrepancies between Tender documents submitted by the Bidders and the document available with Employer, the document available with Employer shall be considered authentic and shall be binding on the Bidder. No claim on this account from the Tenderers will be entertained.

15.6 Tenders shall be addressed to and shall be submitted:

At the address given in NIT (Salient features/BDS)

15.7 Part I and Part II of tenders will be opened as indicated in NIT.

15.8 Opening of part –III shall be intimated to techno-commercially successful bidders in writing separately.

16. Late Bids

16.1 Any bid received by the Employer after the bid submission deadline prescribed by the Employer, pursuant to ITT Clause 15, will be rejected and returned unopened.

17. Withdrawal of Bids

17.1 No bid shall be withdrawn in the interval between the bid submission deadline and the expiration of the bid validity period specified in ITT Clause 12. Withdrawal of a bid during this interval may result in the Bidder's forfeiture of its bid security, pursuant to ITT Sub-Clause 11.2.

E. OPENING AND EVALUATION OF BIDS

18. Opening of Bids by Employer



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18.1 Part – I of the tenders will be opened at the place and time mentioned in NIT in the presence of Tenderers who may choose to be present. On opening of the Tender, if EMD, Letter of Undertaking, Integrity Pact, cost of Tender document are not found in the form and manner specified in NIT/ITT, such tenders shall be considered as unresponsive and summarily rejected. Part-II of such unresponsive tenders will not be opened.

Part-II of all other tenders which are otherwise found responsive, except for any discrepancies such as typographical errors / omissions / deletions/ page(s) not signed etc. in Part-I of documents, will be opened on the same date and venue subsequently. However, in case of any discrepancies as mentioned above in Part-I documents, the bidder shall submit the revised / corrected documents on intimation by Employer failing which their tenders are liable for rejection. Part-II of the tenders will be considered for evaluation only after Part-I of the tender complies with the provisions of the bidding documents.

18.2 Void

18.3 Bids that are not opened and read out at bid opening will not be considered for further evaluation, regardless of the circumstances.

19. Clarification of Bids

19.1 During bid evaluation, the Employer may, at its discretion, ask the Bidder for a clarification of its bid. The request for clarification and the response shall be in writing/ email. While responding no change in the price or substance of the bid shall be sought, offered or permitted unless asked by Employer after completion of evaluation of bids. Correspondences made through E-mail by the Bidder with the Employer shall be followed preferably by Fax/ Post Copy.

20. Preliminary Examination of Bids

20.1 The Employer will examine the bids to determine whether they are complete, whether the documents have been properly signed and whether the bids are generally in order. Any bids found to be non-responsive for any reason or not meeting the minimum levels of the performance or other criteria specified in the Bidding Documents will be rejected by the Employer and not included for further consideration.

20.2 A substantially responsive bid is one that conforms to all the terms, conditions and specifications of the bidding documents without deviations, objections, conditionality or reservations.

20.3 Prior to the detailed evaluation, the Employer will determine whether each bid is of acceptable quality, is complete and is substantially responsive to the bidding documents. For purposes of this determination, a substantially responsive bid is one that conforms to all the terms, conditions and specifications of the bidding documents without material deviations, objections, conditionalities or reservations. A material deviation, objection, conditionality or reservation is one:



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- (i) that affects in any substantial way the scope, quality or performance of the Contract;
- (ii) that limits in any substantial way, inconsistent with the bidding documents, the Employer's rights or the successful Bidder's obligations under the Contract; or
- (iii) whose rectification would unfairly affect the competitive position of other Bidders who are presenting substantially responsive bids.

20.3 In particular, bids with deviations from, objections to or reservations about critical provisions such as those concerning EMD (ITT Clause 11), Governing Law (GCC Clause 5), Taxes and Duties (GCC Clause 14), Performance Guarantees (GCC Clause 27), Defect Liability (GCC Clause 30), Patent Indemnity (GCC Clause 31), Limitation of Liability (GCC Clause 32), Settlement of Disputes, Terms of Payment, Taxes and Duties, Time for completion, Loss of or Damage to Property accident or Injury to Workers, Negligence, Force Majeure or Termination as well as provisions specified in the Tender Document, if any, that the Bidder is not prepared to withdraw aforesaid deviations, objections or reservations at a withdrawal price, will be treated as non-responsive. The Employer's determination of a bid's responsiveness will be based on the contents of the bid itself without recourse to extrinsic evidence.

21. Techno-Commercial Evaluation of Bid

21.1 The Employer will carry out a detailed evaluation of the bids previously determined during preliminary examination of bids, to be substantially responsive, in order to determine whether the technical & commercial aspects are in accordance with the requirements set forth in the Bidding Documents. In order to reach such a determination, the Employer will examine and compare the technical and commercial aspects of the bids on the basis of the information supplied by the Bidders, pursuant to Sl. No. Y of Clause 5 of NIT (Bid Data Sheet) & ITT Clause 8, and other requirements in the Bidding Documents, taking into account the following factors:

- a) Overall completeness and compliance with the Technical Specifications and Drawings;
- b) Acceptance of specified criteria given in TS
- c) Compliance with the time schedule
- d) Acceptance to rectify defects during Defect liability period
- e) Acceptance of Operation and Maintenance activity
- f) Any other relevant technical factors, if any, or that the Employer deems necessary or prudent to take into consideration.
- g) Overall completeness and compliance with the commercial bid s without any deviations to the commercial and Contractual provisions stipulated in the Bidding Documents.

22. Qualification



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22.1The Employer will ascertain to its satisfaction whether Bidders determined as having submitted responsive bids are qualified to satisfactorily perform the Contract.

22.2The determination will take into account the Bidder's financial, technical and production capabilities, in particular its Contract, work in hand, future commitments, current litigation, if any, and past performance. It will be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder during EOI/ tender stage, as well as such other information as the Employer deems necessary and appropriate.

22.3Determination of techno-commercial eligibility may be done during techno-commercial discussions/ clarifications. However, affirmative determination of eligibility shall be prerequisite for opening of price bid.

F. CLARIFICATION

23. Clarification of Bids

23.1The Employer may seek clarification with each or any Bidder to clarify any aspects of its bid that require explanation at the stage of the evaluation.

23.2The clarifications sought may contain the exceptions or deviations in the bid that are unacceptable and that are to be withdrawn.

23.3The Bidder shall submit the balance clarifications, confirmations, documentations etc.

23.4 Taking into consideration, the clarifications submitted by Bidder pursuant to clause 23.3 above, the Employer will carry out further evaluation of the technical and commercial bid in the manner outlined in clause 21 hereof.

23.5 After obtaining clarifications and at the end of evaluation, the Employer will either:

- (i) Advise the Bidder to confirm the validity of their original price bids,
- ii) Void
- (iii) Void
- (iv) Notify the Bidder that its Bid has been rejected on the grounds
 - (a) The bid is non responsive
 - (b) The bidder does not meet the minimum eligibility requirements set forth in the bidding document
 - (c) The Employer determines that the technical bid do not meet his requirements

24. Void

25. Price Bid Evaluation

25.1 The Employer shall inform and communicate the date, time and venue of opening of price bids, to the Bidders whose offers are found to be techno-commercially acceptable.



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25.2 The Employer shall open the price bid of the Bidders, in the presence of designated representatives of the Bidders who choose to attend, at a date, time and venue communicated to the Bidders by the Employer.

25.3 The evaluation shall be done based on the LSTK only provided under price schedule.

The comparison shall be on the basis of amount quoted in the financial bid submitted online.

25.4 The Employer's evaluation of a bid will be subject to the following and as per ITT Sub-Clause 25.5.

(a) Compliance with the time schedule called for in the Bidding Documents.

(b) The Performance Guarantees of the Facilities offered.

(c) Compliance with the technical specifications including Employer's Requirements as enunciated therein.

(d) Any other relevant factors listed in the Bid Data Sheet/NIT or in the invitation for the Updated bid, or factors that the Employer deems necessary or prudent to consider.

25.5 Pursuant to ITT Sub-Clause 25.4, the following evaluation methods will be followed:

(a) The bid being on EPC basis, it shall be fully in accordance with the tender document as enunciated in the Technical specifications including the section containing "Employers Requirements and Operation & Maintenance"

(b) Time Schedule (Program of Performance)

(c) **Performance Guarantees of the Facilities**

(i) Bidders shall state the performance guarantees of the proposed Facilities in response to the Technical Specifications. The project being an EPC contract the entire project work to be carried out shall have a minimum level of performance guarantees specified in the Technical Specifications.

(d) **Work, Services, Facilities etc., to be provided by the Employer**

This being an EPC Bid the employer will not provide any material, work, service or facility except providing the project site area and access to the same. The contractor shall be arranged accommodation on that area only.

25.6 The Employer will consider only the price bid submitted by the Bidder on line and no other price bid will be called separately.

25.7 Void

26. Void

27. Contacting the Employer



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27.1 Any effort by a Bidder to influence the Employer in the Employer's bid evaluation, bid comparison or Contract award decisions may result in rejection of the Bidder's bid.

G. AWARD OF CONTRACT

28. Changes in Qualification Status

28.1 Prior to proceeding with the award of Contract, if circumstances have arisen that would change the Employer's opinion as to whether the Bidder is still qualified to satisfactorily perform the Contract, then Employer may reject the bid.

29. Award Criteria

29.1 Subject to ITT Clause 28 & 30, the employer will award the Contract to the successful Tenderer, whose bid has been determined to be substantially responsive and to be the lowest evaluated bid i.e., "TOTAL FINAL COST" (LSTK Cost of Part A-1& Part A-2), provided that the Tenderer is determined to be qualified to perform the Contract satisfactorily.

30. Employer's Right to accept Any Bid and to reject any or All Bids

30.1 The Employer reserves the right to accept or reject any First (Original) or Updated bid, and to annul the bidding process and reject all bids at any time prior to award of Contract, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of grounds for the Employer's such action.

31. Notification of Award

31.1 Prior to the expiration of the period of Updated bid validity, the Employer will notify the successful Bidder in writing by registered letter/ courier or by telefax / e-mail, to be confirmed by the Bidder in writing by registered letter, that its Updated bid has been accepted. If the award is without qualification / condition the notification of award will constitute the formation of the Contract. If the award is made with some qualification / condition, then upon the Bidder's acceptance of such qualification / condition the Contract will be constituted.

32. Signing of Contract Agreement

32.1 After the Employer notifies the successful Bidder that its bid has been accepted, the Employer will facilitate signing of contract, For this purpose the successful bidder shall provide the draft Contract agreement within 21 days of issue of LoA.

32.2 Within 15 (fifteen) days from the date of receipt of the draft Contract Agreement by the Contractor, the Contract Agreement will be signed. In the case of a consortium becoming the Successful Bidder, the lead member of the consortium shall be signatories to the Contract.

32.3 The contract period is 8 months.



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32.4 The Agreement will be signed in two (2) originals and the Contractor shall be provided with one signed original and the Employer will retain the second. All expenses for making agreements including cost of stamp papers shall borne by the Contractor.

32.5 Subsequent to signing of the Contract, the Contractor at his own cost shall provide the Employer with Ten (10) photo copies of Agreement and one soft copy in CD.

33. Performance Guarantee (Security Deposit)

33.1 Security deposit shall consist of performance Guarantee to be submitted at award of work. Performance Guarantee should be **3%** of **PART A-1** contract price which should be submitted in form of Bank Guarantee of nationalized/ Scheduled bank (except cooperative bank) having its branch at Gandhidham, or Demand Draft within 21 days of receipt of Letter of Acceptance / Intent which will be refunded immediately not later than 14 days from completion of defect liability period.

33.2 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.

33.2.1 Operation and Maintenance (O&M) Security deposit- shall consist of performance Guarantee to be submitted after successful completion of the commissioning of all the facilities. Performance Guarantee should be 3% of AMC amount i.e., under **PART A-2** submitted in form of Bank Guarantee of nationalized/ Scheduled bank (except cooperative bank) having its branch at Gandhidham, or Demand Draft within 21 days after acceptance of the complete system which will be refunded immediately not later than 14 days from completion of O&M period.

33.3 No retention money shall be deducted.

34 Risk Purchase Action

34.1 Failure of the successful Bidder to comply with the requirements of ITT Clause 32 or Clause 33 shall constitute sufficient grounds for the annulment of the award, forfeiture of the bid security and execution of facilities at the risk and cost of the successful bidder. Forfeiture of bid Security is liable to GST at applicable rate.

35. Transfer of Bid Document

35.1 Transfer of bids submitted by one Bidder to another Bidder is not permissible.

36 Funding by Bidder

36.1 If so specified by the Employer in the Invitation for Bids, the Bidder should submit separately an independent proposal for arranging finance in the form of Multilateral / Bilateral Credit / Loan, Bidder's Credit, etc. for the supplies & services to be provided / rendered under the scope of work for the Facilities. The terms & conditions of credit / loan, like principal amount, currency for repayment if credit / loan is from overseas source(s),



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payment schedule, rate of interest, guarantee fee, commitment fee, management fee, agency fee, financial charges as may be required, etc. should be indicated.

37 Integrity Pact

37.1 Bidders are required to submit Integrity Pact along with their bid as per format and manner as given in bidding document and complying with the following requirements.

- a. Bidder shall submit the Integrity Pact document on its Company's Letter head, duly signed by the authorized representative on all pages.
- b. The bidder / contractor undertakes to demand from all contractors the commitment consistent with this integrity pact and to submit it to the Principal before contract signing.
- c. The principal will enter into agreement with identical conditions of IP (of pro-forma) with all bidders, contractors and sub- contractors.
- d. The principal will disqualify from the tender process all bidders who do not sign this pact and submit it to the Principal along with the offer.
- e. If the Bidder / Contractor is in a partnership or a consortium, the Integrity Pact shall be signed by all the partners or consortium members.
- f. On behalf of DPA, the Integrity Pact will be signed by the authorized nominee on receipt of Integrity Pact signed by the Bidder.
- g. The Integrity Pact shall be submitted in a separate envelope duly super scribing "Integrity Pact" and submitted with Part-I of the offer.
- h. The Bidder shall not change the contents of Integrity Pact.
- i. The Bidder / Contractor will abide by the conditions given in the IP document enclosed as annexure along with the Bid document.
- j. The details (Name & Address) of the External Independent Monitors nominated for the Bid are provided in tender documents.

38 Compliance with Company Law

38.1 The Bidder must declare whether the proprietor/ partner of the firm/ Director of the limited company has any relation with any employee working in the Plants/ Units concerned or Board of Authority of DPA and if so, the details or the relation thereof must be furnished.

39 Corrupt or Fraudulent Practices

39.1 The Employer requires that Tenderers/ 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, for the purpose of these provisions, the terms set forth as follows:



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(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

(ii) “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 Tenderers (prior to or after tender submission) designed to establish tender 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 DPA determines that the Tenderer recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question.

(c) will declare a tenderer in-eligible for a stated period of time, to be awarded a contract/contracts if DPA at any time determines that the Tenderer has engaged in corrupt or fraudulent practices in competing for, or in executing, the contract.

39.2 Without prejudice to other provisions relating to ‘Punishment for taking gratification or valuable thing in respect of public procurement and for interference with tendering process’, if the DPA Limited comes to the conclusion that a bidder or prospective bidder, as the case may be, has violated the code of integrity, Deendayal Port Authority may take appropriate measures including –

- a) Exclusion of the bidder from the tendering process;
- b) Calling off of pre-contract negotiations and forfeiture or encashment of bid security;
- c) Forfeiture or encashment of any other security or bond relating to the tender;
- d) Recovery of payments made by the Deendayal Port Authority along with interest thereon at bank rate;
- e) Cancellation of the relevant contract and recovery of compensation for loss incurred by the Deendayal Port Authority;
- f) Debarment of the bidder from participation in future tenders of Deendayal Port Authority for a minimum period of 6 months and maximum of 3 years.

39.3 During tendering process, submission of fraudulent documents to the employer shall be treated as major violation and in such cases the port shall resort to forfeiture of EMD/ SD/ BG of the bidder, apart from blacklisting the firm for the next 3 years.

40.0 Sub- Contractor- Void

41.0 Banning of Business dealings with Tenderers/ Contractors DPA has introduced “DPA Policy on Banning of Business Dealings with Agencies”, which covers both suspension and banning of business dealings with the Agency that commits fraud and/ or transgression in the dealings of DPA. The policy is on the DPA website, <http://www.kandlaport.gov.in>



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The grounds for banning of business dealings and the banning period as per the policy are reproduced below:

- i. For the sake of clarity, the grounds on which banning of business dealings can be considered are as given below. These are only illustrative, not exhaustive. The Competent Authority may decide to ban the Business dealings with an agency for any good and sufficient reason.
- ii. Security considerations, including questions of loyalty of the Agency to the State.
- iii. Conviction of the Director/ Owner/ Proprietor/ Partner of the Agency a Court of Law for offences involving moral turpitude in relation to its business dealings with the Government or any other Public Sector Enterprises or DPA during the last five years.
- iv. Evidence/ strong justification for believing that the Director/ Owner/ Proprietor/ Partner of the Agency has/ have been guilty of malpractices such as bribery, corruption, fraud, substation of tenders, interpolation in tenders, etc.
- v. The Agency's continuous refusal to return/ refund the dues to DPA without showing adequate reason and this is not due to any reasonable dispute which would attract proceedings in arbitration or Court of Law.
- vi. The Agency employs an employee who was dismissed/ removed by DPA for an offence involving corruption or abetment of such offence.
- vii. The banning of business dealings with the agency by the Government or any other Public Sector Enterprise.
- viii. The Agency resorted to corrupt or fraudulent practices that may include misrepresentation of facts and/ or fudging/ forging/ tampering of documents.
- ix. The Agency used intimidation/ threatening or brings undue outside pressure on DPA/ its officials in relation to business dealing.
- x. The Agency resorts to repeated and/ or deliberate use of delay tactics in complying with Contractual Stipulations.
- xi. Willful act of the Agency to supply sub-standard material irrespective of whether pre dispatch inspection was carried out by DPA or not.
- xii. The findings of CBI/ Police about the Agency's involvement in fraud and /or transgressions in relation to the business dealings with DPA.
- xiii. Established litigant nature of the Agency to derive undue benefit.
- xiv. Continued poor performance of the Agency in at least three preceding Contracts with DPA.
- xv. The Agency misuses the premises or facilities of DPA and/ or forcefully occupies tampers or damages DPA's properties including land, water resources, forests/ trees etc.
- xvi. False allegation on DPA officials by the Agency if found proved by the investing Department including Independent External Monitor.



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Banning Period: The banning period may range from six months to three years depending on the gravity of the case as decided by DPA. While deciding the banning period, the suspension period, if any, shall also be taken into account.

42. General

42.1 Disqualification of Bidder:

Even if a Bidder meets all the Eligibility Criteria and all other technical and commercial requirements, he is liable to be disqualified, without prejudice to Employer's rights to take legal actions as per applicable law, if he has made untrue or false representations in the forms, statements, translations and enclosures submitted in proof of eligibility and qualification requirements, and/or made any suppression/hiding/misrepresentation of facts (intentional or non- coincidental having bearing on the tender/ contract) in order to influence the tendering process and its outcome.

42.2 Void

42.3 If at any point of time, it was found by the Employer that the bidder has furnished false information; the employer may reject the bid.

43.0 Disclosure of Conflict of interest:

43.1 Tenderers, who are associated for this Tender with the Consultant or any of its associates that have been engaged by the Employer to provide Consultancy Services for the preparation of design, Specifications & other documents to be used for procurement of this project facilities to be purchased and installed under this Invitation are ineligible to bid for this tender.

43.2 Tenderers shall not directly or indirectly, take any service or assistance from the Consultant associated to this project of DPA for the above work, if he becomes successful Tenderer.

44.0 Bidders are advised to consider the below points while submitting the offer:

- i) If multiple bidders submit work experience showing the same/particular work, then such experience will be considered of Main Contractor in whose name the work is ordered and executed.
- ii) If tenderer/bidder completed the works in private organization as stipulated in Minimum Qualification Criteria (work experience) the same shall be considered only submission of authorised documentary proof showing the deductions of TDS of the executed work (where applicable) issued by the competent authority.
- iii) The completed works only will be considered for qualification. Partly completed works or works in progress shall not be considered for qualification.



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- iv) If the work is completed successfully and the contract is under guaranteed maintenance period, such works are considered as completed works for evaluation purposes.
- v) In case of any contract having material and labour components are controlled at different heads, in such cases the value of work indicated in work order and respective completion certificates only will be considered for evaluation.
- vi) If the tenderer have successfully completed the work (date of completion of work i.e. physically/actually completed irrespective of maintenance period) during last 7 years ending last day of month previous to the one in which applications are invited irrespective of date of commencement / start of work. Such experience of work is also considered for evaluation in work experience.
- vii) If the tenderer has executed "Similar works" in any Contract/Project/BOT Project/Turnkey Project/ PPP etc. In those particular Projects/Contracts, if the cost of works as stated in similar completed works meet the requirement of MQC, such experience shall also be considered for evaluation.
- viii) In order to meet the requirement of MQC, clubbing of cost of the works executed by different JV partners shall not be permitted when the cost of the individual works so executed is falling short to meet the MQC requirement. However, the cost of completed individual work of each partners which meets the MQC shall be considered.
- ix) Foreign parties if they had executed the similar type of works in India are eligible for participation either individually or through consortium/JV.



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ANNEXURE - 1

PROFORMA OF LETTER OF UNDERTAKING (LOU)

(To be submitted by the Bidder along with the tender)

(To be executed on non-judicial stamp paper of value not less than Rs 100/-)

(ITT CLAUSE - 9)

Bidder's Ref. No. -----

Dated:

Superintending Engineer (M)
Deendayal Port Authority,
P&C Building, New Kandla,
Kutch – 370 210

Dear Sirs,

1. I/We* have read and examined the following Tender / Bidding Documents relating to the work of “_____ (Name of work)”, as detailed in enclosed Tender documents (Tender enquiry no.-----) / (as detailed in enclosed Technical Specification No. ----- and General Technical Specification No. ----- and Commercial Document -----)

- a) Notice Inviting Bid / Tender (NIT)
- b) Instruction to Bidder / Tenderer (ITT)
- c) Form of Contract Agreement with Appendices
- d) Conditions of contract including General Conditions of Contract (GCC), Special Conditions of Contract (SCC), any other conditions as per tender documents (to be indicated in the format in tender document)
- e) Employer Requirements, Technical Specifications, scope of work and Operation and Maintenance
- f) General Technical Specifications (GS)
- g) Safety Code for Contractors
- h) Integrity Pact
- i) Tender drawings
- j) Any other documents (specify) including Corrigendum, / addenda, if any.

2. Having examined the bidding documents, including addenda, the receipt of which is hereby acknowledged, I/We*, the undersigned, offer the above-named Facilities / work in full



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conformity with the said bidding documents for the sum as mentioned in Price Bid or such other sums as may be determined in accordance with the terms and conditions of the Contract. I/We* hereby submit our Bid as per terms of NIT and other documents.

3. I/We* further undertake, if invited to do so by you, and at my/our own cost, to attend a clarification meeting at a place of your choice, for the purpose of reviewing my/our Bid and duly noting all amendments and additions thereto, and noting omissions there from that you may require.
4. I/We* undertake, if our bid is accepted, to commence execution of the work / work of the facilities and to achieve completion within the respective times stated in the bidding documents / quoted by us in my / our bid.
5. If my/our bid is accepted, we undertake to provide a Performance Bank Guarantee in the form, in the amount, and within the time specified in the bidding documents.
6. We undertake to keep my/our Bid valid initially upto (date/ month/ year) i.e., for a period of _____ (_____) days from the due date of opening of Bid. We hereby further undertake that I/We* shall not vary/alter or revoke my/our Bid during the said period or extended period, if any
7. I/We* also submit herewith the prescribed EMD. DPA shall have the right to forfeit the EMD, in addition to any other provision of ITT, if I/We do not comply with the undertaking given at 4, 5 & 6 above.**
8. Should this Bid be accepted, we also agree to abide by and fulfill all the terms, conditions and provisions of the above mentioned Bid documents.
9. I/We have
 - a) Purchased the bid document from DPA**
 - b) Downloaded the bid document and subsequent clarifications / amendments / corrigendum's, if any from DPA's website**
 - c) Downloaded the bid document and subsequent clarifications / amendments / corrigendum's, if any from Central public procurement portal**
10. I/We* further undertake that I/We* have not altered / modified the contents of the Bid documents down loaded from website.
11. I/We* hereby confirm that before submission of this bid, I/We* have visited the site and fully acquainted with local conditions and factors for execution of the works covered under these Bid documents and technical specifications and that we shall have no claims against DPA on these counts at any time".
12. Until a formal Contract is prepared and executed between us, this bid, together with your written acceptance thereof and your notification of award shall constitute a binding Contract between us.



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13. I/We* understand that you are not bound to accept the lowest or any bid you may receive and in-turn we will not have any rights to raise any claim, whatsoever it may be, due to or arising out of rejection of our bids.
14. I/We* shall abide by the provisions of the Integrity Pact in completeness.
15. I/We* confirm that we have submitted our bid as a sole bidder */ as a consortium of companies* and we comply with requirements of the bidding document and in particular the clause on joint bidding as applicable to us.

Signature along with Seal of Co.

.....

(Of the person duly authorised to sign the Bid)

Name -

Designation -

Name of Company -

(In block letters)

Date & Postal Address -.....
.....

WITNESS

Signature -

Telegraphic Address-

Date -

Name & Address -

.....

Telephone No. -

*- Strike out whichever is not applicable.

** - Point no. 9 above-Strike out the option whichever is not applicable.



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ANNEXURE-1A

LETTER COMPRISING THE TECHNICAL BID

(To be executed on bidder's letter head)

Superintending Engineer (M)
Deendayal Port Authority,
P&C Building, New Kandla,
Kutch – 370210.

SUB: BID FOR “Design, Supply, Installation, Testing & Commissioning of Fire-fighting system and associated facilities including Operation & Maintenance for a period of five years as per OISD-156 at Oil Jetty no. 08, Kandla, of Deendayal Port Authority - Kandla”.

Dear Sir,

We, the undersigned, declare that:

- (a) We have examined and have no reservations to the tender documents, including addenda and clarifications issued
- (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
- (c) Our tender shall be valid for the period of time specified in **tender document**, from the date fixed for the tender submission deadline in accordance with **respective clause** and it shall remain binding upon us and may be accepted at any time before the expiration of that period or any extended period accordance with **respective clause**.
- (d) If our tender is accepted, we commit to submit a performance guarantee in accordance with **respective clause** for the due performance of the contract, as specified in specimen form for the purpose.
- (e) We have no conflict of interest in accordance with **respective clause**.
- (f) Our firm, its affiliates or subsidiaries for any part of the contract - has not been declared ineligible by the port, under laws of India or official regulations in accordance with **respective clause**.
- (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 in accordance with **respective clause** and as per specimen from the purpose;



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(h) We understand that you are not bound to accept the lowest evaluated tender or any other tender that you may receive.

(i) We also make specific note clauses of [ITT, NIT] under which the contract is governed.

(j) In case of out station firms, having a branch in India for liaison purposes, please mention the name of the contact person and Tel. no., Fax. no. and mail-Id and also the complete postal address of the firm.

(k) We understand that the communication made with the firm at (m), by the port shall be deemed to have been done with us.

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)



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ANNEXURE - 1B

LETTER COMPRISING THE FINANCIAL BID

(To be executed on bidder's letter head)

Dated:

Superintending Engineer (M)
Deendayal Port Authority,
P&C Building, New Kandla,
Kutch – 370210

SUB: BID FOR “BID FOR “Design, Supply, Installation, Testing & Commissioning of Fire-fighting system and associated facilities including Operation & Maintenance for a period of five years as per OISD-156 at Oil Jetty no. 08, Kandla, of Deendayal Port Authority

Dear Sir,

This bid and your written acceptance of it shall constitute a binding contract between us.

We understand that you are not bound to accept the lowest or any bid you receive.

We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in India namely "prevention of corruption act 1988".

We hereby confirm that this bid complies with the bid validity and security required by the bidding documents.

We attach herewith our copy of permanent account number (PAN)

Yours faithfully,

Authorized Signature:

Name & title of signatory

Name of Bidder

Address

Notes: To be filled in by the bidder, together with his particulars and date of submission at the bottom of the form of bid.



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ANNEXURE - 1C

PRE-QUALIFICATION OF BIDDERS

(For Consortium bid, this form should be submitted by each member of consortium in company letter head)

The information to be filled in by the bidder in the following pages will be used for purposes of prequalification as provided for in the instructions to tenderers.

1. Only for individual bidders

1.1 Constitution or legal status of bidder (attach copy)

- Place of registration
- Principal place of business
- Power of attorney of signatory of bid (Attach)

2. Turnover

Last three financial years ending 31st march of the previous year

Year	
2019-20	
*2020-21	
*2021-22	

Attachments: Financial reports for the last three years; balance sheets, profit and loss statement, auditors reports (in case of companies/ corporation) etc., list them below and attach copies.

3. Similar works

Particulars	Year	No. of works	Value
Total value of completed similar works as defined in the tender document during the last 07 years	2015-16		
	2016-17		
	2017-18		
	2018-19		
	2019-20		



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	2020-21		
	2021-22		

Attachments: Supporting documents, viz., successful completion certificates from clients, other documentations to substantiate the similarity of work as per definition of "similar work" employers reserves the right to verify the information;

4. Information on ongoing works for which bids have been submitted and works which are yet to be completed as on the date of this bid.

(A) Existing commitments and on-going works.

Description of work	Place & state	Contract no.& date	Name & address of port or Dept	Value of contractRs	Stipulated Period of completion	Value of remaining to be completed	Anticipate d date of completion
1	2	3	4	5	6	7	8

(B) Works for which bids already submitted

Description of work	Place & state	Name & address of port or Dept	Value of contractRs	Stipulated Period of completion	Value of remaining to be completed	Anticipate d date of completion
1	2	3	4	5	6	7

Attach certificates from the Nodal Officer or his nominee(s)-in-charge.

5. The following contractor's Equipment is essential for carrying out the works.

Item of equipment	Requirement no. Capacity	Owned/leased/to be procured	No.s /capacity	Age/condition	Remarks (from whom to be purchased)



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1	2	3	4	5	6

6. Qualification and experience of key personnel available with the bidder.

Position	Name	Qualification	Years of Experience (general)	Years of Experience in the proposed
Project Manager				
Discipline specialist etc.				

7. Information on litigation history and Arbitration history in which the bidder is involved.

Other party(ies)	Port / Dept.	Cause of dispute	Amount	Remarks involved showing present status

9. 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]



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ANNEXURE – 2A

Specimen EMD (Bank Guarantee Format)

[The Bank shall fill in this Bank Guarantee Form in association with the instructions indicated. To be executed on Rs. 300/- non Judicial Stamp Paper]

(Bank's name and address of Issuing Branch or Office)

Beneficiary: (Name and Address of Employer/Board) Board of Authority of Deendayal Port Authority

Date:

Tender Guarantee No.:

We have been informed that [name of the Tenderer] (hereinafter called "the Tenderer") has submitted to you its Tender dated (hereinafter called "the Tenderer") for the execution of [name of contract] under Invitation for Tenders No.[Number]. Furthermore, we understand that, according to your conditions, Tenders must be supported by an EMD.

At the request of the Tenderer, we [name of Bank] hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of [amount in figures] ([amount in words]) upon receipt by us your first demand in writing accompanied by a written statement stating that the Tenderer is in breach of its obligation(s) under the Tender conditions, because the Tenderer:

(a) Has withdrawn its Tender during the period of tender validity specified by the Tenderer in the Form of Tender; or

(b) Having been notified of the acceptance of its Tender by the Employer/Board during the period of Tender validity, (i) fails or refuses to execute the Form of Agreement, if required, or (ii) fails or refuses to furnish the performance guarantee, in accordance with the Instructions to Tenderers.

This guarantee will expire unless otherwise extended or informed by the Employer/ Board:

(a) If the Tenderer is the successful Tenderer, upon our receipt of copies of the contract signed by the Tenderer and the performance guarantee issued to you upon the instruction of the Tenderer; or

(b) If the Tenderer is not the successful Tenderer, upon the earlier of

(i) Our receipt of a copy of your notification to the Tenderer of the name of the successful Tenderer; or



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(ii) Twenty-eight days after the expiration of the Tenderer's tender or any extended period thereof;

Consequently, any demand for payment under this guarantee must be received by us at the office on or before that date.

[Signature(s)]

[Authorization letter from the issuing bank that the signatory of this BG is authorized to do so should also be enclosed]



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ANNEXURE – 2B

SPECIMEN LETTER OF AUTHORITY FROM BANK FOR ALL BGs

(To be executed on Bank's Letter Head)

Date:

To,

The Board of Authority of Deendayal Port

Dear Sir,

Sub: Our Bank Guarantee

No. _____ dated _____ for Rs. _____ favouring yourselves
issued on a/c of M/s. _____ (Name of contractor)
.....

We confirm having issued the above mentioned guarantee favouring yourselves, issued on account of M/s. _____ validity for expiry up-to-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



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ANNEXURE – 3a

DETAILS OF WORKS DONE, TO BE CONSIDERED FOR MEETING THE TECHNICAL ELIGIBILITY CRITERIA

(For Consortium bid, this form should be submitted by each member of consortium in company letter head)

Sl.No	Full postal address including Contract person details, telephone nos., Fax nos., email of the client.	Project (s) Location (s)	Brief about scope of work & Project Description	Order no. & Date	Order value(s)/ Project cost	Schedule date of completion as per Contract	Date of Actual Completion & commissioning	Copy of order document(s)/ Performance certificates Submitted (Yes / No)

Note:

1. The above shall be supported by the copies of the relevant certificates like copies of LOA/ Contract agreements, and completion certificates with satisfactory performance certificate (duly certified by gazzated officer or notarized) as per eligibility requirement documents from the clients for each work mentioned above.
2. Signature of the Tenderer with date and seal
3. In addition to the above, Employer reserves the right to seek the Tenderer on the submission of further details/information/clarification as necessary during evaluation of tenders.
4. Bidder may submit additional information if desired by them.

##: In addition to the above, Employer reserves the right to seek the Tenderer on the submission of further details/information as necessary during evaluation of tenders.



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ANNEXURE – 3b

FORMAT FOR CHARTERED ACCOUNTANT CERTIFICATE/ CERTIFIED PUBLIC ACCOUNTANT (CPA) FOR FINANCIAL CAPABILITY OF THE BIDDER

(For Consortium bid, this form should be submitted by each member of consortium in CA Letter Head)

We have verified the Audited Financial Statements and other relevant records of M/s..... (Name of the bidder) and certify the following:

A. AUDITED ANNUAL TURNOVER* OF LAST 3 YEARS:

Year	Amount (Currency)
2019-20	
*2020-21	
*2021-22	

B. NETWORTH* AS PER LAST THREE AUDITED FINANCIAL STATEMENT:

Description	Amount (Currency)
2019-20	
*2020-21	
*2021-22	

*Refer Instructions

Note: It is further certified that the above mentioned applicable figures are matching with the returns filed with Registrar of Companies (ROC) [Applicable only in case of Indian Companies]



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Name of Audit Firm:

[Signature of Authorized Signatory]

Chartered Accountant/CPA

Name:

Date:

Designation:

Seal:

Membership No.:

Instructions:

1. The Separate Pro-forma shall be used for each member in case of Consortium.
2. The financial year would be the same as one normally followed by the bidder for its Annual Report.
3. The bidder shall provide the audited annual financial statements as required for this Tender document. Failure to do so would result in the Proposal being considered as non-responsive.
4. For the purpose of this Tender document:
 - (i) Annual Turnover shall be "Sale Value/ Operating Income"
 - (ii) Net Worth shall be Paid up share capital plus Free Reserves & Surplus less accumulated losses, deferred expenditure and miscellaneous expenditure not written off, if any.
5. **Above figures shall be calculated after considering the qualification, if any, made by the statutory auditor on the audited financial statements of the bidder including quantified financial implication.**
6. This certificate is to be submitted on the letter head of Chartered Accountant/CPA.



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ANNEXURE – 4

INFORMATION ABOUT THE TENDERER

(For Consortium bid, this form should be submitted by each member of consortium in company letter head)

Sl.No	Information requested	Tenderer's reply [to be filled-in / replied appropriately by the tenderer along with supporting documents as applicable.]
1.	Information regarding constitution / legal status of the tenderer:	
a.	Name of the firm :	
b	Type of the firm (Limited/Partnership/Proprietorship etc.)	
c	Place of Incorporation / Registration :	
d	Year of Incorporation/ Registration :	
e	Whether supporting document(s) regarding (1) above are enclosed (Copies of Certificate of Incorporation / Articles of Association /Partnership Deed etc., as applicable to be enclosed.)	Yes / No Following document(s) are enclosed:
2.	Power of Attorney of signatory of tender	Enclosed/ Not Enclosed
3.	Details of signatory to tender for correspondence / communication :	
	Name & Designation :	
	Telephone No :	
	Fax No :	
	E-mail ID :	
4.	Account details of the tenderer for facilitating e-payment: (Details of Bank Account of tenderer indicating Name of the bank and branch, Branch Code, Account Number of the firm, RTGS/IRSC Code of the Bank etc. to be furnished for facilitating e-Payments)	
5.	Permanent Account Number :	



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	Whether Photocopy of Permanent Account Number (PAN) issued by Income tax department is enclosed.	Yes/No
6.	GST Registration No.:	
	Whether Copy of GST Registration Certificate is enclosed	Yes/No

7. Bidder hereby declares that,

(a) "I/We am / are not associated, nor has been associated in the past, directly or indirectly, with The Consultant or any other entity that has prepared the design, specifications, and other documents for DPA for this Contract."

(b) "The Proprietor / any Partner of my / our firm / Director of my/ our Company (as the case may be), do not have any relation with any of Owner's employees / Director(s)" *

OR*

"The Proprietor / Partner of my / our firm / Director of my/ our Company (as the case may be), has relation with Owner's employees / Director(s), the details of which are enclosed" *

(*Strike off whichever is not applicable)

(c) "I/ We hereby certify that my/our firm has not been debarred/ banned by any Office/Department/Undertaking of the State / Central Govt. of India, at any time for supplying stores or services of any description."

Signature of the tenderer with date and seal

Note: Tenderers to enclose separate sheets for providing the required details, as necessary. All pages should be signed and stamped by the Tenderers.



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ANNEXURE – 5

"NO DEVIATION" CONFIRMATION

(To be executed on bidder's letter head)

To,
Superintending Engineer
Deendayal Port Authority,
P&C Building, New Kandla,
Kutch – 370210.

SUB: BID FOR “Design, Supply, Installation, Testing & Commissioning of Fire-fighting system and associated facilities including Operation & Maintenance for a period of five years as per OISD-156 at Oil Jetty no. 08, Kandla, of Deendayal Port Authority”.

Dear Sir,

We understand that any 'deviation / exception' in any form may result in rejection of Bid. We, therefore, certify that we have not taken any 'exception / deviation' anywhere in the Bid and we agree that if any 'deviation / exception' is mentioned or noticed, our Bid may be rejected.

Signature of the tenderer with date and seal



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ANNEXURE – 6A

FORMAT FOR DECLARATION

(To be executed on bidder's letter head)

To

(Project Title)

Ref:

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 submission of 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 or consortium 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 document and also understand that in the event of any discrepancies observed, the tender hoisted on web site 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 connection with the bid.

Date:

Place:

Name of the Applicant: _____

Represented by (Name & Capacity) _____



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ANNEXURE – 6B

LETTER OF AUTHORITY FOR SUBMISSION OF BID

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

To

The (PORT Address)

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 against tender no. ----- 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:



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ANNEXURE – 7

LETTER OF UNDERTAKING TOWARDS PF CODE

(Applicable to bidders who do not possess the PF code)

(For Consortium bid, this form should be submitted by each member of consortium)

(on a non- judicial stamp paper of value not less than Rs 300/-)

We hereby confirm that we are not registered with any of the Regional Provident Fund Authorities and /or we are/are not possessing a valid Provident Code Number at present.

We hereby undertake to register with Regional Provident Fund Authorities and/or obtain a valid provident Fund code number within three months from the date of issue of Letter of Intent/Letter of Award of Contract whichever is earlier.

We also agree that any payment due to us arising out of the execution of the contract shall be released by the owner only after submission of a copy of the valid PF Code number allotted to us

Signature of Bidder with Seal



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ANNEXURE-8

PROFORMA OF JOINT VENTURE/CONSORTIUM AGREEMENT

(To be submitted on Non-judicial Stamp Paper of Rs. 300/-)

This Joint Venture /Consortium Agreement is made and entered into on this day of20... 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)

(iii) 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 Authority of Deendayal Port (hereinafter referred to as Employer), the (Designation of HOD), Deendayal Port Authority has invited bids from the experienced, resourceful and bonafied Contractor with proven technical and financial capabilities of executing the work (**Name of 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).



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

1.4 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.

1.5 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.

1.6 Notwithstanding the date of signature of this agreement, its effective date will be the date of submission of bid.

1.7 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 hereinafter provided.

1.8 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.

1.9 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:

M/s..... (Name of the partner to be filled-in) -



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M/s..... (***Name of the partner to be filled-in***) -

M/s..... (***Name of the partner to be filled-in***) -

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) (.....***Name of Partner to be filled-in***.....) shall carry out the following Works: -

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 Deendayal Port Authority 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 non performance 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



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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 theday of.....20...

(i) Signature Name

Designation seal &

Common seal of the firm

(ii) Signature Name

Designation seal



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&

Common seal of the firm

Witness1

Witness2



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ANNEXURE-9A

FORMAT FOR POWER OF ATTORNEY FOR SIGNING OF BID

(on a non-judicial stamp paper of value not less than Rs 100/-)

(Refer Clause 8.4 of ITT)

Know all men by these presents, We..... (name of the firm and address of the registered office) do hereby irrevocably constitute, nominate, appoint and authorize Mr/ Ms (name), son/daughter/wife of and presently residing at, who is presently employed with us/ the Lead Member of our Consortium and holding the position of, as our true and lawful attorney (hereinafter referred to as the "Attorney") to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our BID for the **Design, Supply, Installation, Testing & Commissioning of Fire-fighting system and associated facilities including Operation & Maintenance for a period of five years as per OISD-156 at Oil Jetty no. 08, Kandla, of Deendayal Port Authority** proposed or being developed by the Deendayal Port Authority including but not limited to signing and submission of all applications, BIDs and other documents and writings, participate in Pre-bid and other conferences and providing information/ responses to the DPA, representing us in all matters before the DPA, signing and execution of all contracts including the agreement and undertakings consequent to acceptance of our BID, and generally dealing with the DPA in all matters in connection with or relating to or arising out of our BID for the said Project and/ or upon award thereof to us and/or until the entering into of the Contract Agreement with DPA.

AND we hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things done or caused to be done by our said Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us.

IN WITNESS WHEREOF WE,, THE ABOVE NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS DAY OF 2.....

	For
	(Signature, name, designation and address)
	of person authorized by Board Resolution
	(in case of Firm/ Company)/ partner in case of partnership firm
Witnesses:	



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1.	
2.	
Accepted	
.....	
(Signature)	
(Name, Title and Address of the Attorney)	(Notarized)
	Person identified by me/ personally appeared before me/
	Attested/ Authenticated*
	(*Notary to specify as applicable)

(Signature Name and Address of the Notary)

Seal of the Notary

Registration No. of the Notary

Date:.....

Notes:

- The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executants(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.
- Wherever required, the Bidder should submit for verification the extract of the charter documents and documents such as a board or shareholders' resolution/ power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.

For a Power of Attorney executed and issued overseas, the document will also have to be legalized by the Indian Embassy and notarized in the jurisdiction where the Power of Attorney is being issued. However, the Power of Attorney provided by Bidders from countries that have signed the Hague Legislation Convention 1961 are not required to be legalized by the Indian Embassy if it carries a conforming Apostille certificate.



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ANNEXURE-9B

PROFORMA OF POWER-OF-ATTORNEY FOR LEAD MEMBER OF JV/ CONSORTIUM

(To be submitted on Non-judicial Stamp Paper of Rs. 300/-)

By this Power-of-Attorney **executed** on **this**day of(month) of 20..., 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 (....Name of 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



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ANNEXURE-10

PROVISION REGARDING POLICY TO PROVIDE PREFERENCE TO DOMESTICALLY MANUFACTURED IRON & STEEL PRODUCTS (DMI&SP)

1.0 BACK GROUND

Ministry of Steel (MoS) vide Gazette notification dated 08.05.2017 has circulated Policy for Providing Preference to Domestically Manufactured Iron Steel Products in Government Procurement. A copy of the policy and clarification (s) issues are available on website of Ministry of Steel (i.e. <http://steel.gov.in/>) for reference.

Further, the clarification issued by the Standing Committee in its meeting held on 21.06.2017 on DMI&SP is enclosed at Annexure-B for reference of bidders.

2.0 DEFINITIONS

- i. Bidder may be a domestic/foreign manufacturer of steel or their selling agents/ authorized distributors/authorized dealers/authorized supply houses or any other company engaged in the bidding of projects funded by Government agencies.
- ii. **“Domestically Manufactured Iron & Steel Products (DMI&SP)”** are those iron and steel products which are manufactured by entities that are registered and established in India, including in Special Economic Zones (SEZs). In addition, products shall meet the criteria of domestic minimum value – addition as mentioned in Appendix-A of policy.
- iii. Domestic Manufacturer is a manufacturer of domestically manufactured iron & steel products (DMI&SP).
- iv. Government for the purpose of the Policy means Government of India.
- v. **MoS** shall mean Ministry of Steel, Govt. of India.
- vi. **Net Selling Price** shall be the Ex-works/Ex-factory price comprising of the landed cost of imported steel at the plant and all other cost elements forming part of the conversion cost inclusive of nominal return on investment. This price is exclusive of any duties and taxes applicable ex- factory.
- vii. **Semi- Finished Steel** shall mean billet, blooms, slabs (cost products), which can be subsequently processed to finished steel.
- viii. **Finished Steel** shall mean Flat and Long products, which can be subsequently processed into manufactured items.
- ix. **Iron & Steel Product (s)** shall mean such iron and steel product (s) which are mentioned in Appendix A of policy.



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3.0 VALUE ADDITION

3.1 Value additions shall be the difference between the net selling price and the landed cost of imported input steel (of immediate prior process) at a manufacturing plant in India.

3.2 In case, the iron & steel products are made-

- a) Using domestic input steel (semi-finished/Finished steel), invoices of Purchases from the actual domestic producers along with quantities purchased and the other related documents must be furnished to procuring Government agency.
- b) Using a mix of imported and domestic input steel, the invoices of purchases from the actual producers along with quantities purchased and the other related documents must be furnished separately. To derive the extent of domestic value addition, the weighted average of both (imported & domestic) input steel shall be considered to ensure that the minimum stipulated domestic value addition requirement of the policy is complied with.
- c) Using only imported input steel, the following formula shall apply to calculate the percentage of domestic value-addition.

Domestic value addition (%) = $(\text{Net selling price} - \text{Landed cost of imported input steel at the plant}) \times 100 / (\text{landed cost of imported input steel at the plant})$

Each bidder participating in the tender process should calculate the domestic value addition using the above formulate so as to ensure the domestic value addition claimed is consistent with minimum stipulated domestic values addition requirement of the policy.

For better understanding of the value addition calculation as to how a bidder (domestic/ foreign manufacturer) can claim the domestic value addition) examples have been provided at Annexure-A.

4.0 SELF-CERTIFICATION

4.1 Each domestic manufacturer shall furnish the Affidavit of self-certification to DPA in their bid declaring that the iron & steel products are domestically manufactured in terms of the domestic value addition prescribed. The bidders who are sole selling agents / authorized distributors / authorized dealers / authorized supply houses of the domestic manufacturers of iron & steel products are eligible to bid on behalf of domestic manufacturers under the policy. The bidder shall furnish the Affidavit of self-certification issued by the domestic manufacturer to the procuring agency declaring that the iron & steel products are domestically manufactured in terms of the domestic value addition prescribed. The Affidavit of self-certification shall be furnished in Form 4 attached herewith.



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4.2 It shall be the responsibility of the domestic manufacturer to ensure that the products so claimed are DMI&SP in terms of the domestic value addition prescribed for the product. The bidder shall also be required to provide a value addition certificate on half-yearly basis (Sep 30 and Mar 31), duly certified by the Statutory Auditors of the domestic manufacturer, that the claims of value-addition made for the product during the preceding 6 months are in accordance with the Policy. Such certificate shall be filed within 60 days of commencement of each half year, to DPA and shall continue to be filed till the completion of supply of the said products.

4.3 DPA shall accept the Affidavit of self-certification regarding domestic value addition in a steel product submitted by a bidder. It shall not normally be the responsibility of DPA to verify the correctness of the claim. The onus of demonstrating the correctness of the same shall be on the bidder when asked to do so.

4.4 In case a complaint is received by DPA against the claim of a bidder regarding domestic value addition in iron & steel products, DPA shall have full rights to inspect and examine all the related documents and take a decision. In case any clarification is needed, matter may be referred to MoS with a request for technical assistance.

However, there would be a complaint fee of Rs. 10 Lakhs or 0.2 % of the value of the DMI&SP being procured (subject to a maximum of Rs. 20 Lakhs), whichever is higher, to be paid by Demand Draft payable in favour of 'Deendayal Port Authority' along with the complaint by the complainant. In case, the complaint is found to be incorrect, the DPA reserves the right to forfeit the said amount. In case, the complaint is found to be substantially correct, deposited fee of the complainant would be refunded without any interest. Further, no cognizance will be taken to any complain received without the compliant fee mentioned above.

4.5 Any complaint referred to DPA shall be disposed off within 4 weeks of the reference along with submission of all necessary documents. The bidder shall be required to furnish the necessary documentation in support of the domestic value addition claimed in iron & steel products to DPA within 2 weeks of filing the complaint.

4.6 In case, the matter is referred to the Ministry of Steel, the grievance redressal committee setup under the MoS shall dispose off the complaint within 4 weeks of its reference and receipt of all documents from the bidder after taking in consideration, the view of DPA. The bidder shall be required to furnish the necessary documentation in support of the domestic value addition claimed in iron & steel products to the grievance redressal committee under MoS within 2 weeks of the reference of the matter. If no information is furnished by the bidder, the grievance redressal committee may take further necessary action, in consultation with DPA to establish the bonafides of the claim.

4.7 The cost of assessing the prescribed extent of domestic value addition shall be borne by DPA if the domestic value addition is found to be correct as per the certificate. However, if it is found that the domestic value addition as claimed is incorrect, Rs. 10 Lakhs or 0.2 % of the value of the DMI&SP being procured (subject to a maximum of Rs. 20 Lakhs), whichever is



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higher, will be payable by the bidder (who has furnished an incorrect certificate) toward predetermined cost of assessment.

- 4.8** In case of mis-declaration by the bidder of the prescribed domestic value addition, in the tender document, DPA will impose also penalties
- 4.9** Including forfeiting of the EMD/CPBG and putting such bidder on banning list as per DPA's extant "Procedure for action in case Corrupt/Fraudulent/Collusive/Coercive Practices"
- 4.10** In case of reference of any complaint to MoS by the concerned bidder, there would be a complaint fee of Rs. 10 Lakhs or 0.2 % of the value of the DMI&SP being procured (subject to a maximum of Rs. 20 Lakhs), whichever is higher, to be paid by Demand Draft deposited with the grievance redressal committee under MoS along with the complaint by the complainant. In case, the complaint is found to be incorrect, the Government Agency reserves the right to forfeit the said amount. In case, the complaint is found to be substantially correct, deposited fee of the complainant would be refunded without any interest.



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APPENDIX–A

Iron & Steel Product(s)

Sl. No	Iron& Steel Products	Inputs (Imported or Domestic)
1	Ductile Iron Pipe	PigIron/Liquid Iron
2	Wirerod &TMT bar	Billet
3	Structural sections	Bloom
4	HR Coils, strips, sheets & plates	Slab
5	HR universal/ Quarto Plates	Slab
6	CR coils/ strips	HR coils
7	Coated flat steel products/ GP/ GC sheets/ Al-Zn coated	Slab/HR Coil/Cold rolled coils/strips
8	Color coated, painted sheets	Slab/HR Coil/Cold rolled coils/strips
9	All kinds of steel pipes & tubes	Slabs/Plates/HR Coils
10	Seamless tubes & pipes	Bloom
11	Rails	Bloom



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FORM-1

Format for Affidavit of Self Certification regarding Domestic Value Addition in Iron & Steel Products to be provided on Rs.300/- Stamp Paper

Date:

I.....S/o, D/o, w/o..... Resident of.....hereby solemnly affirm and declare as under, That I will agree to abide by the terms and conditions of the policy of Government of India issued vide Notification No.....

That the information furnished hereinafter is correct to the best of my knowledge and belief and I undertake to produce relevant records before the procuring agency (ies) for the purpose of assessing the domestic value addition.

That the domestic value addition for all inputs which constitute the said iron & steel products has been verified by me and I am responsible for the corrections of the claims made therein.

That in the event of the domestic value addition of the product mentioned herein is found to be incorrect and not meeting the prescribed value-addition criteria, based the assessment of procuring agency (ies) for the purpose of assessing the domestic value-addition, I will be disqualified from any Government tender for a period of 36 months, in addition, I will bear all cost of such an assessment.

That I have complied with all conditions referred to in the Notification No..... wherein preference to domestically manufactured iron & steel products in Government procurements is provided and that the procuring agency (ies) is hereby authorized to forfeit and adjust my EMD/CPBG and other security amount towards such assessment cost and I undertake to pay the balance, if any, forth with.

I agree to maintain the following information in the Company's record for a period of 8 years and shall make this available for verification to any statutory authority.

- i. Name and details of the Bidder (Registered Office, Manufacturing unit location, nature of legal entity)
- ii. Date on which this certificate is issued
- iii. Iron & Steel Products for which the certificate is produced
- iv. Procuring agency to whom the certificate is furnished
- v. Percentage of domestic value addition claimed and whether it meets the threshold value of domestic value addition prescribed
- vi. Name and contact details of the unit of the manufactures(s)
- vii. Net Selling Price of the iron & steel products
- viii. Freight, insurance and handling till plant



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- ix. List and total cost value of input steel (imported) used to manufactures the iron & steel products
- x. List and total cost of inputs steel which are domestically sourced.
- xi. Please attach value addition certificates from suppliers, if the input is not in house.
- xii. For imported input steel, landed cost at Indian port with break-up of CIF value, duties & taxes, port handling charges and inland freight cost

For and on behalf of (Name of firm/entity)

Authorized signatory (to be authorized by the Board of Directors)

< Insert Name, Designation and Contact No



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ANNEXURE-A

SOME EXAMPLES OF VALUE ADDITIONS IN DIFFERENT SCENARIO

(i) Iron & Steel Product being produced using domestic input steel only:

Value additions shall be the difference between the net selling price and the landed cost of imported input steel (of immediate prior process) at a manufacturing plant in India.

To claim the DMI&SP in terms of Domestic Value addition, the bidder shall submit:

- (a) Affidavit of Domestic Manufacturer as per Form-I along with bid
- (b) Documents mentioned at clause no. 3.2 a) of Annexure-III during execution of the order

(ii) Iron & Steel Product being produced using mix of imported and domestic input steel:

Value additions shall be the difference between the net selling price and the landed cost of imported input steel (of immediate prior process) at a manufacturing plant in India. The weighted average of both (imported & domestic) input steel shall be considered to ensure that the minimum stipulated domestic value addition requirement of the policy is complied with.

As clarified by Standing Committee in its meeting held on 21.06.2017 on DMI&SP (refer Annexure-B) all imported steel must undergo a minimum prescribed value addition of 15 % in terms of Para 7.2 b read with Appendix -A of the Policy (available on website of MoS) in order to be eligible for bidding under the Policy. Further Para 7.1 of the Policy provide manner of calculation of value addition. Even in mix comprising of imported and domestic steel, the imported portion should separately meet the minimum prescribed value addition criteria of 15 % as prescribed in Appendix- A of the policy.

To claim the DMI&SP in terms of Domestic Value addition, the bidder shall submit:

- (a) Affidavit of Domestic Manufacturer as per Form-I along with bid
- (b) Documents mentioned at clause no. 3.2 b) of Annexure-III during execution of the order

(iii) Iron & Steel Product being produced using imported input steel only:

Value addition in such case shall be calculated as under:

Domestic value addition (%) = Net selling price- Landed cost of imported input steel at a manufacturing plant in India) * 100/ (landed cost of imported input steel at a manufacturing plant in India)

Document to be submitted by bidder shall be affidavit of Domestic Manufacturer as per Form-I along with bid



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ANNEXURE – 11

PROPOSED ORGANIZATIONAL SETUP AT PROJECT SITE

(To be executed on bidder's letter head)

Sl.No	Designation/ Category	Number	Qualification	No of years professional experience	Field Specialization

Signature of the Bidder with date and seal



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ANNEXURE – 12

INTEGRITY PACT

(To be executed on Non-Judicial Stamp paper of Rs. 300/- and submitted along with Technical Bid/Tender documents.

To be signed by the bidder and same signatory competent/authorized to sign the relevant contract on behalf of the DPA)

(For Consortium bid, this pact should be submitted by each member of consortium)

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The Central Vigilance Commission (CVC) has been promoting integrity, transparency, equity and competitiveness in transactions by various organizations of the Government of India. Public procurement is an area of concern for the CVC, and many steps have been taken to put proper systems in place. In this context, Integrity Pact (IP), a tool conceptualized and promoted by Transparency International, an international NGO, aimed at preventing corruption in public contracting, has been found useful. It has been decided by Ministry of Shipping that all organizations under the Ministry will implement IP. IP should cover every tender / procurement above a specified threshold value. The threshold value of contracts / procurements / transactions incorporating IP would be such that it covers 90% by value of all contracts / procurements / transactions of the organization in the last 3 years. Presently the threshold is fixed as Rs. 3.00 crore. IP essentially envisages an agreement between prospective vendors / bidders, and DEENDAYAL PORT AUTHORITY, committing the persons / officials of both sides not to resort to any corrupt practice in any aspect of the contract at any stage. Only those vendors /bidders, who commit themselves to IP with DPA, would be considered competent to participate in the bid process. Any violation would entail disqualification of the bidders and exclusion from future business dealings. IP, in respect of a particular contract should cover all phases of the contract, from the stage of Notice inviting Tender (NIT) / pre-bid stage, till the conclusion of the contract, i.e. final payment or the warranty / guarantee period. IP would be implemented through Independent External Monitor (IEM), who are eminent persons appointed by the organization, with approval of CVC. The term of appointment for an IEM would be 3 years. Name of the IEM will be mentioned in NIT. The IEM would review independently and objectively assess, as to whether and to what extent parties have complied with their obligations under the IP. IEM would have access to all contract documents, whenever required. The bidders may raise disputes / complaints if any, with the IEM. The IEM would examine complaints received by them and give their recommendations / views to the Chairman of Port Authority. Recommendations of IEM would be in the nature of advice and would not be legally binding. Their role is independent in nature and the advice once tendered would not be subject to review at the request of the organization. Shri S.K.Sarkar, IAS (Retd.) and Shri Saurabh Chandra, IAS (Retd.) has been appointed IEM by DPA from 2013 to 2016. Draft condition to be incorporated in the Draft Tender



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papers¹) Then bidder has to execute Integrity pact agreement with DEENDAYAL PORT AUTHORITY (As per Appendix) Shri S.K.Sarkar, IAS (Retd.) and Shri Saurabh Chandra, IAS (Retd.) has been nominated as Independent External Monitor for Integrity Pact whose address is as under;

(1) Shri S.K.Sarkar, IAS (Retd.)

B-104, Nayantara Aptt.,

Plot No.08-B, Sec-07, Dwarka,

New Delhi – 110 075

Mobile No. 98111 49324

Email :- sksarkar1979@gmail.com

(2) Shri Saurabh Chandra, IAS (Retd.)

A-9, Sector-30,

Noida (UP) 201301

Mobile No. 9871322133

Email: saurabh7678@yahoo.co.in

2) Scanned copy of Pre-Contract Integrity Pact Agreement (As per Appendix) is to be up loaded along with the bid. Original hard copy of Pre Contract Integrity Pact Agreement shall be submitted by post or hand immediately after closing date of online E-tender failing which tender shall be considered irrelevant.

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 Organizations 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.



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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 them selves 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 contractor 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 un disclosed 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.



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- 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.



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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 Principals 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.



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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 Sub contractor, 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.) and 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 non binding 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.



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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 Chair person 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

For the Bidder/Contractor

Place : Gandhidham

.Witness-1:

Witness-1 :

Date : ____/____/20

Date : ____/____/20



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ANNEXURE – 13

EVIDENCE TOWARDS SITE VISIT

I, Shri _____ authorized representative of M/s. _____ (authorization letter issued by the firm with my specimen signature and passport size photo and Aadhaar card are enclosed) have visited the site on _____ with DPA representative Shri _____, (Designation) _____ for the work of “Design, Supply, Installation, Testing & Commissioning of Fire-fighting system and associated facilities including Operation & Maintenance for a period of five years as per OISD-156 at Oil Jetty no. 08, Kandla, of Deendayal Port Authority.

Seal, name and signature of the bidder	Name, designation and Signature of DPA representative who assisted bidder during site visit.	Seal, name and signature of SE (M) / AXEN(M)



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ANNEXURE – 14

LETTER OF UNDERTAKING BY OEM

(on letter head of OEM)

Superintending Engineer (M),
Deendayal Port Authority,
P&C Building, New Kandla,
Kutch – 370210

SUB: BID FOR “Design, Supply, Installation, Testing & Commissioning of Fire-fighting system and associated facilities including Operation & Maintenance for a period of five years as per OISD-156 at Oil Jetty no. 08, Kandla, of Deendayal Port Authority”.

With reference to the above subject, we hereby confirm and authenticate the Technical specifications and data sheet (VT FM/UL pumps) submitted for the Tender no: _____ by our authorized dealer M/s _____.

Seal, name and signature of the OEM



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Section -V

FORM OF CONTRACT

AGGREEMENT with

APPENDICES (FOCA)



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DEENDAYAL PORT AUTHORITY
FORM OF AGREEMENT (FOR EXECUTION OF WORK)

(to be executed on Rs.300/- -non-judicial stamp paper)

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

This agreement made of this _____ day of _____ Two Thousand between the Board of Deendayal Port Authority, a body incorporated under Major Ports Authorities, 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 WITHINNESS 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



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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 _____ only) 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 _____
Seal

Signature of Contractor

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 Authority of the Port of Deendayal affixed in the presence of:

Secretary
Deendayal Port Authority



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Appendix to Form of Agreement

The following Appendices shall be deemed to form an integral part of this Contract Agreement. Reference in the Contract to any Appendix shall mean the Appendices attached hereto, and the Contract shall be read and construed accordingly.

a)	Price Schedule	Appendix – 1
b)	Time Schedule	Appendix – 2
c)	Terms of Payment	Appendix – 3
d)	Price Adjustment due to Variation in Price Indices	Appendix – 4
e)	Performance Guarantees	Appendix – 5
f)	List of Approved vendor (Applicable of Indian component only)	Appendix – 6



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APPENDIX - 1

PRICE SCHEDULE

1. Contract Price	1.1	The Contract Price for the entire scope of Facilities including all the contractual obligations of the Contractor together with its Sub-Contractor / vendors, is indicated in the Form of Agreement of the Contract.	
2. Contract Price Break up	2.1	The break-up of the Contract Price is indicated in the Summary Price schedule.	
		<u>Part</u>	<u>Descriptions</u>
		A	Price Schedule



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Subject of Work- Design, Supply, Installation, Testing & Commissioning of Fire-fighting system and associated facilities including Operation & Maintenance for a period of five years as per OISD-156 at Oil Jetty no. 08, Kandla, of Deendayal Port Authority

Part A: PRICE-SCHEDULE

Item No	Description	UNIT	Qty	Rate	Amount	Total Quoted Amount (INR)
PART A-1	Engineering, Procurement and Construction ("EPC") for work of Design, Supply, Installation, Testing & Commissioning of Fire-fighting system and associated facilities including Operation & Maintenance for a period of five years as per OISD-156 at Oil Jetty no. 08, Kandla, of Deendayal Port Authority as per the Specifications and Scope of Contract etc., complete in all respect as per the direction of Engineer-in-Charge.	LUMPSUM TURNKEY (LSTK)	1			
PART A-2	OPERATION & CAMC					
2.1	1 st year Operation and Maintenance for all the facilities installed under the ambit of the EPC contract excluding the cost of repairs/ replacement etc, under the provisions of "Defect liability" vide clause no 30 of GCC.	LUMPSUM TURNKEY (LSTK) per year	1			
2.2	2 nd year Operation and Maintenance for all the facilities installed by the EPC contractor	LUMPSUM TURNKEY (LSTK) per year	1			



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2.3	3 rd year Operation and Maintenance for all the facilities installed by the EPC contractor	LUMPSUM TURNKEY (LSTK) per year	1			
2.4	4 th year Operation and Maintenance for all the facilities installed by the EPC contractor	LUMPSUM TURNKEY (LSTK) per year	1			
2.5	5 th year Operation and Maintenance for all the facilities installed by the EPC contractor	LUMPSUM TURNKEY (LSTK) per year	1			

Total Contract Price = LSTK of Part A-1 + LSTK of Part A-2

Quoted amount in words: Rs _____

Note:

1. The quoted amount excluding GST. However, applicable GST shall be paid extra.
2. The mentioned scope of work in the tender volumes are only indicative, but not limited. However, the Contractor has to ensure completeness of the Fire-fighting Project in all aspects to the satisfaction of the Statutory requirements viz., OISD-156, PESO and Employer by following all the latest Amendments, Specifications, Codes and Standards.
3. It should be noted by the bidders that the information, size, specifications, & dimensions mentioned in this document are indicative only. As in Turnkey Contracts, the successful bidder shall workout detail drawings during detail engineering stage meeting the functional requirements & relevant IS standards, well within the sanctioned estimate, and submit the fresh drawings for approval to employer & PESO as per OISD-156 standard.

Place& Date

**Signature of authorized signatory
(Official seal of Company)**



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APPENDIX – 2

TIME SCHEDULE

1.0 Bar chart showing the following Minimum activities shall comply

Sl.No	Items of Work
1	Basic Engineering
2	Detailed Design Engineering
3	Civil Work
4	Supply / Delivery of:
i)	Steel Structures
ii)	Mechanical Plant & Equipment including Technological structures
iii)	Electrical Plant & Equipment:
5	Erection of Steel Structures
6	Erection:
i)	Mechanical Plant & Equipment including Technological structures
ii)	Electrical Plant & Equipment
7.	Preliminary Acceptance
8.	Commissioning

2.0 Time Schedule for Feedback Data, Drawings and Documents

2.1 Within 06 weeks from the Effective Date of Contract, the Contractor shall submit to the Engineer list of all drawings and documents by title using the approved numbering system and indicating the schedule of submission of drawings in conformity with the time schedule given in Clause 2.2 hereof. This list shall be updated and submitted by the Contractor at the end whenever the revisions required.

2.2 Drawing / Documents for Approval

2.2.1 The Contractor shall submit the various drawings and documents to the Engineer for approval, as per following schedule:



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Sl.No	Description	No. of Copies
A	Basic Engineering	
1.	Name Plate and Numbering System	10
2.	Inspection procedures	5
3.	Site plan / layout drawing showing battery limits and coordinated plans of all units and facilities including requirements of utilities and other parameters at battery limits (in 1:500 scale)	10
4.	Process Engineering Assumption / Basic Data	10
5.	Process flow sheets and P&I Diagram for equipment and services	10
6.	Design criteria for steel structures	10
7.	GA drawings for steel structures	10
8.	Civil Engineering & Structural design criteria	10
9.	Single line diagrams, block diagrams, GA and layout drawings for electrical heat tracing.	10
10.	Design criteria, general arrangement and layout drawings for pipe work.	10
11.	MTO, Equipment list and motor list (for information)	10
B	Design and Engineering:	
1.	GA & Sectional drawings for foundation of equipments etc.	10
2.	Structural design drawings (supported by design calculations)	10
3.	Equipment General arrangement & major assembly and subassembly drawings (including equipment for various services)	10
4.	Colour schemes	10
5	Integrated Operation / safety and Maintenance Manuals material specification	10
6	AMC manual	10



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2.2.2 After approval by the Employer, the Contractor shall submit approved drawings and documents in number of copies mentioned above, to the Employer.

2.2.3 After "no comment" clearance by the Engineer, the Contractor shall submit the final drawings and documents in number of copies mentioned above, to the Employer.

2.4 As-Built Drawings and Documents

2.4.1 The Contractor shall submit As-built drawings & documents after Performance Guarantee Test, but before release of payment for PG Test certificate as per Clause 27 of GCC, as per following schedule:

Accordingly, payment of PG shall be released. However, if any drawing/ document requires changes / modifications after PG test, the same shall be submitted before FAC.

Sl.No	Description	No. of Copies
1.	General arrangement, assembly and sub-assembly drawings	5
2.	Test charts and inspection certificates in bound volumes	5
3.	All design calculations with respective approved design criteria in bound volumes	5
4.	Civil working drawings	5
5.	Operation and Maintenance manuals	5
6.	List of spares (Commissioning and AMC)	5
7.	Drawings & bill of materials for Operation & Maintenance Spares	5
8	Ordering Specifications including catalogues & details for Operation & Maintenance Spares	5
9	Drawings / ordering specifications for operating consumables / supplies	5
10	Total set of all documents as listed above, on CD	3 set

2.5 Equipment drawings and Erection Instructions drawings for the Plant and Equipment shall be supplied by the Contractor at least one month (or as agreed in Contract Technical Specification) before the shipment / despatch of the Plant & Equipment including Technological structures.

2.6 On completion of the work and before handing over the system to D.P.A., Contractor has to supply six sets of completion drawings, assembled drawings of various components, technical literature, maintenance manuals, spare parts catalogue etc., along with soft copy of the same. PLC software of Automation, Auto-cad drawings (with licensed version) in form of DVD with Two (2) new latest version Laptops.



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APPENDIX – 3

TERMS OF PAYMENT

1. General

1.1 In accordance with the provisions of **Clause 12** of GCC (Terms of Payment), the Employer shall pay the Contractor for the Scope of Facilities detailed under **Clause 7** of GCC & Technical Specifications.

1.2 The Contractor shall reimburse the Employer all costs, charges, damages or expenses which the Employer may have paid or incurred, if and to the extent to which the Contractor is liable under this Contract to pay upon written request of the **Engineer / Employer**, failing which such costs, charges, damages or expenses shall be deducted by the Employer from any money due or becoming due by the Employer to the Contractor under this Contract or any other Contract failing which such amounts shall be considered as debt from the Contractor to the Employer and shall be recoverable accordingly.

1.3 INCOME TAX Any Indian Income Tax which Employer may be required to deduct by law or statute, shall be deducted at the source under relevant Chapter of Income Tax Act and the same shall be paid to Income Tax Authorities on account of the Contractor. Employer shall provide the Contractor a certificate for such deduction of Tax. The Contractor shall indicate their Permanent Account Number with the relevant Income Tax Authority to Employer. Contractors shall maintain books of account and shall get the account audited as per relevant Section of Income Tax Act.

If the Contractor is exempted from the deduction /recovery of Income Tax, no such recovery shall be made by Employer. Contractor shall furnish valid exemption Certificate issued by Income Tax Department to this effect.

1.4 Goods and Services Tax (CGST/SGST/IGST) shall be reimbursed to the Contractor as per invoice. Invoice should contain GST network number, HSN codes, SAC codes as applicable.



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2.1 Terms of Payment of Contract Price including AMC

1. Terms of Payment

	SI.No	Job execution	Payment release (in % of quoted LSTK)
PART A-1	1	Submission and approval of engineering drawings & engineering data. (As per the items attached under Annexure- A and Scope of the work)	5%
	2	Supply of the respective Item/ Equipment/ materials to the site and approval by the EIC. (As per the Scope of the work)	65%
	3	Fabrication/ Installation/ Erection, Testing, Commissioning, painting and complete in all aspects of the respective Item/ Equipment/ materials and approval by the EIC. (As per the Scope of the work)	25%
	4	Demobilization and handing over of the site	5%
	Total		100%
PART A-2	5	Operation and Maintenance Contract for a period of 5 years from the commissioning of the first facility (Including Defect liability period)	On monthly pro-rata basis

Note: For AMC Activity, payment shall be released on monthly pro-rata basis.

Total Contract Price = LSTK of Part A-1 + LSTK of Part A-2

Note:

The successful Bidder shall submit "Bill of Quantities" containing the breakup of detailed components of items under SI. No. 2 & 3 (Part A-1) along with quantities & rate within 21 days after issuance of "Letter of Acceptance".

This schedule is requested for, only to release the running payments to ease the cash flow to the bidders. The total value of these each Bill of Quantities, individually, shall correspond to the total value of the works of SI. No. 2 & 3 above (Part A-1) respectively, irrespective of the fact, as to whether all the items required for proper completion of the works are furnished or not in the Bill of Quantities now requested for. Notwithstanding the same, it is the responsibility of the successful bidders to complete the work in all respects as per the scope of the present contract.



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Further the payment for the work done, month wise, shall be released on the basis of the Bill of quantities furnished by the bidders up to a ceiling of 90% of the overall value quoted for Sl.no 2 & 3 above (Part A-1) respectively, subject to the following;

- The payment shall be released for the actual quantity of the work executed against individual item of work up to the quantities mentioned against each item. In the event of the bidders not included any items of work and/ or the quantities of individual items of work exceeds the quantity mentioned thereon, no payment for such items/ quantities are payable under the monthly part bills.
- Further, for major item of the project i.e., Pumps, if specifically requested by the bidder, the Employer may consider releasing the payment towards serial no 2 through letter of credit, against the Dispatch of the following Documents through bank.
 - i) Supplier's original invoice giving full details of the goods including quantity, value, and so on;
 - ii) Packing list;
 - iii) Certificate of country of origin of the goods to be given by the seller or a recognized chamber of commerce or another agency designated by the local Government for this purpose;
 - iv) Certificate of pre-dispatch inspection by the purchaser's representative;
 - v) Manufacturer's test certificate and guarantee;
 - vi) Certificate of insurance;
 - vii) Any other document(s) as and if required in terms of the contract.
- Once all the items required for proper completion of Sl. No. 2 & 3 (Part A-1) above including those contingent item(s) required for completion of the works are completed in full and to the satisfaction of the EIC the total amount quoted by the bidders under Sl. No. 2 & 3 above shall be released after deducting the part payments already released in the manner detailed in the pre-paragraphs.



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APPENDIX-4

PRICE ADJUSTMENT DUE TO VARIATION IN PRICE INDICES

The quoted price shall be firm and remains unchanged throughout the period of the contract or such extension period of the contract approved by the Engineer-in-Charge. No price adjustment either due to price on variations or any other reason whatsoever shall be considered.



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APPENDIX - 5

PERFORMANCE GUARANTEES

1.0 This Appendix sets out

- (a) The performance guarantees referred to in **Clause 27** of GCC (Performance Guarantee Tests).
- (b) The preconditions to the validity of the performance guarantees, either in production and/or consumption, set forth below.
- (c) The minimum level of the performance guarantees.
- (d) The procedure for conducting the performance guarantee tests, recording of measurements / results and calculation for deriving the test results shall be provided for to Third Party Inspection Agency.
- (e) Formula for calculation of liquidated damages for failure to attain the performance guarantees.

2. Pre conditions

The Contractor gives the performance guarantees (specified herein) for the Facilities, subject to the following preconditions being fully satisfied:

For the carrying out of the Guarantee Test refer Clause 27 of GCC and as agreed in the Contract Technical Specification

3. Performance Guarantee Parameters

Subject to compliance with the foregoing preconditions, the Contractor guarantees as follows

This shall be as agreed in the Contract Technical Specification.

3.1 Guaranteed Production Capacity

This shall be as agreed in the Contract Technical Specification

3.2 Guaranteed Maximum Consumption of Raw Materials and Utilities (All parameters shall be as per Contract Technical Specifications)

This shall be as agreed in the Contract Technical Specification



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APPENDIX - 6

List of Approved Vendors/ Preferred makes

(Applicable of Indian component only)

1.0 The Vendors are approved for carrying out the item of the Facilities indicated against each of them. Where more than one Vendor is listed, the Contractor is free to choose between them, but it must notify the Employer of its choice well in advance time prior to appointing any selected Vendor. In accordance with the Sub-Clause 19.1 of GCC, the Contractor is free to submit proposals for Vendor for additional items from time to time. No Vendors shall be placed with any such Vendors for additional items until the Vendors have been approved in writing by the Employer and their name have been added to this list of approved Vendors.



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Section -VI

GENERAL CONDITIONS OF CONTRACT (GCC)



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GENERAL CONDITIONS OF CONTRACT (GCC)

Sl.No	Description
A.	Contract and Interpretation
1.	Definitions
2.	Contract Documents
3.	Interpretation
4.	Notices
5.	Governing Law
6.	Settlement of Disputes
B.	Subject Matter of Contract
7.	Scope of Facilities
8.	Time for Completion
9.	Contractor's Responsibilities
10.	Employer's Responsibilities
C.	Payment
11.	Contract Price
12.	Terms of Payment
13.	Securities
14.	Taxes and Duties
D.	Confidential Information
15.	Copyright
16.	Confidential Information



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E.	Work Execution
17.	Representatives
18.	Work Program
19.	Approved makes/ Vendors
20.	Design and Engineering
21.	Procurement
22.	Installation
23.	Test and Inspection
24.	Preliminary Acceptance
25.	Commissioning
26.	Taking Over
27.	Performance Guarantee Test
28.	Final Acceptance
F.	Guarantees and Liabilities
29.	Completion Time Guarantee
30.	Defect Liability
31.	Patent Indemnity
32.	Limitation of Liability
G.	Risk Distribution
33.	Transfer of Ownership
34.	Care of Facilities
35.	Loss of or Damage to Property; Accident or Injury to Workers; Indemnification



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36.	Insurance
37.	Negligence
38.	Change in Laws and Regulations
39.	Force Majeure
40.	War Risks
H.	Change in Contract Element
41.	Change in the Facilities
42.	Extension of Time for Completion
43.	Suspension
44.	Termination
45.	Assignment
46.	Surplus Materials
47.	General
48.	Quality Control
49.	Compensation Events
50.	Cash Flow Forecasts
51.	Payment Certificates
52.	Final Account
53.	Operating and Maintenance Manuals
54.	Delays Ordered by the Nodal Officer or his nominee
55.	Management Meeting
56.	Early warning



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Annexure to GCC

Annexure-I	PROFORMA BANK GUARANTEE FOR CONTRACT PERFORMANCE
Annexure-IA	VOID
Annexure-IB	FORM OF EXTENSION OF BANK GUARANTEE
Annexure-II	BANK GUARANTEE FOR RELEASE OF PAYMENT AGAINST COMMISSIONING / PERFORMANCE GUARANTEE / FINAL ACCEPTANCE
Annexure-IIIA	PROFORMA FOR CUSTODY CUM INDEMNITY BOND
Annexure-IIIB	DISPUTES REVIEW BOARD AGREEMENT
Annexure-IV	FORM OF PRELIMINARY ACCEPTANCE CERTIFICATE
Annexure-V	FORM OF COMMISSIONING CERTIFICATE
Annexure-VI	FORM OF PERFORMANCE GUARANTEE CERTIFICATE
Annexure-VII	FORM OF FINAL ACCEPTANCE CERTIFICATE
Annexure-VIII	FORM OF LETTER OF ACCEPTANCE
Annexure-IX	ISSUE OF NOTICE TO PROCEED WITH THE WORKS
Annexure-X	FORM OF CHANGE ORDER
	SAFETY IN CONTRACT WORKS



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GENERAL CONDITIONS OF CONTRACT

A. CONTRACT & INTERPRETATION

1. Definitions

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

“Contract” means the Contract Agreement entered into between the Employer and the Contractor, together with the Contract Documents referred to therein; they shall constitute the Contract, and the term “the Contract” shall in all such documents be construed accordingly.

“Contract Data / Contract Documents” means the documents listed in the Contract Agreement (including any amendments thereto).

“GCC” means the General Conditions of Contract hereof.

“SCC” means the Special Conditions of Contract.

“Technical Specifications/ Contract Technical Specifications” mean the technical specifications, schedules, detailed designs, statements of technical data, performance characteristics value and all other technical particulars of the Contract, which includes any modification or addition made or approved by the Engineer / Nodal Officer or his nominee.

“GTS” means the General Technical Specifications.

“Day” means calendar day of the Gregorian Calendar.

“Month” means calendar month of the Gregorian Calendar.

“Employer” means Deendayal Port Authority and includes the legal successors or permitted assigns of the Employer.

“Engineer / Engineer-In-charge / Nodal Officer” means the person appointed by the Employer in the manner provided in Sub-Clause 17.1 (Engineer) hereof and to perform the duties delegated by the Employer.

“Contractor” means the person(s) whose bid to perform the Contract has been accepted by the Employer and is named as such in the Contract Agreement, and includes the legal successors or permitted assigns of the Contractor. In case Contract is with Consortium of two or more members then the Contractor shall mean one or more members of Consortium as the case may be.

“Contractor’s Representative” means any person nominated by the Contractor and approved by the Employer in the manner provided in Sub-Clause 17.2 (Contractor’s Representative) hereof to perform the duties delegated by the Contractor. For site work Contractor’s Representative shall also mean the representative of Sub-Contractors and Sub Contractor’s Sub-Contractors.

“Sub-Contractor”, including vendors, means any person to whom execution of any part of the Facilities, including preparation of any design or supply of any Plant and Equipment, is sub-



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Contracted directly or indirectly by the Contractor, and includes its legal successors or permitted assigns.

“Contract Price” means the sum specified in the Contract Agreement, subject to such additions and adjustments thereto or deductions there from, as may be made pursuant to the Contract. Contract Price means price including O&M activity, unless specified explicitly in tender document.

“Initial Contract Price” is the Contract Price listed in the employer’s Letter of Acceptance.

“Base Date” means the date given in Appendix-4 of Contract Agreement which shall be considered in price variation formulae as given in Appendix-4 of Contract Agreement.

“Facilities” mean the work specified in Clause 7 hereof, Technical Specification, including General Technical Specification and all supply & services to be carried out by the Contractor under the Contract.

“Equipment” means permanent equipment, machinery and things of all kinds to be provided and incorporated in the Facilities by the Contractor under the Contract but does not include Contractor’s Equipment.

“Materials” are all supplies, including consumables, used by the contractor for incorporation in the Works.

“Plant” is any integral part of the Works which is to have mechanical, electrical, electronic or chemical or biological function.

“Site Investigation Reports” are those which were included in the Bidding documents and are factual interpretative reports about the surface and subsurface conditions at the site.

“Defect” is any part of the Works not completed in accordance with the Contract.

“Installation Services” or “Services” means all those services ancillary to the supply of the Equipment for the Facilities, to be provided by the Contractor under the Contract; e.g., design & engineering, supervision work, Customs & Port clearance, loading & unloading, dismantling & modification, intermediate storage, transportation and provision of marine or other similar insurance, inspection, expediting, site preparation works (including the provision and use of Contractor’s Equipment and the supply of all construction materials required), installation, testing, pre-commissioning, commissioning, the provision of operations and maintenance manuals, training, etc...

“Contractor’s Equipment” means all plant, equipment, machinery, tools, apparatus, appliances or things of every kind required in or for installation completion and maintenance of Facilities that are to be provided by the Contractor, but does not include equipment, or other things intended to form or forming part of the Facilities.

“Site” means the land and other places upon which the Facilities are to be installed, and such other land or places as may be specified in the Contract as forming part of the Site.



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“Works” are what the Contract requires the Contractor to construct, install and turn over to the Employer as defined in the Contract Data.

“Trained Work Person” is those employed/proposed to be employed by the Contractor at the Project Site, who have participated and are in possession of a valid Competency Certificate through a programme run under the auspices of a University, State Technical Board, Ministry of Government of India.

“Effective Date of Contract” shall be date of issuance of work order

“Time for Completion” means the time specified in NIT within which Completion of the Facilities as a whole (or of a part of the Facilities where a separate Time for Completion of such part has been prescribed) is to be attained in accordance with the stipulations made in the Contract Agreement and the relevant provisions of the Contract. The Intended Completion Date may be revised only by the Engineer / Nodal Officer or his nominee by issuing an extension of time.

“Temporary Works” are works designed, constructed, installed and removed by the Contractor which are needed for construction or installation of the Works.

“Inspector” / “Inspecting Engineer” shall mean any person or firm nominated by or on behalf of the Employer or his duly authorised agent to inspect equipment, materials, supplies or work under the Contract.

“Preliminary Acceptance” of the Facilities means that the Facilities have been completed operationally and structurally and put in a tight and clean condition, and that all work in respect of Pre-commissioning of the Facilities have been completed; in other words, that the Facilities are fit for Start-up & Commissioning and Preliminary Acceptance Certificate has been issued as provided in Clause 24 (Preliminary Acceptance) hereof.

“Program of Performance” shall mean the program submitted by the Contractor in accordance with clause 18.1 hereof.

“Preliminary Acceptance Certificate” means the Certificate to be issued by the Employer on successful completion of Preliminary Acceptance Tests.

“Commissioning” means operation of the Facilities by the Contractor to a level of output as provided in Clause 25 (Commissioning) hereof.

“Commissioning Certificate” is the Certificate to be issued by the Employer as per Sub Clause 25.3 hereof.

“Completion of the Facilities” means the Facilities have been commissioned as per Clause 25 (Commissioning). The Facilities will be considered completed in all respects and accepted when performance guarantee parameters are established as per Clause 27 (Performance Guarantee Test) and Final Acceptance Certificate has been issued as per Clause 28 hereof.



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“Taking Over” means, on commissioning, the Employer shall be responsible for the care & custody of the Facilities together with the risk of loss or damage thereto, and shall thereafter take-over the Facilities.

“Performance Guarantee Test” means the test(s) specified in the Technical Specifications to be carried out to ascertain whether the Facilities are able to attain the Performance Guarantees specified in the Contract as per Clause 27 hereof.

“Performance Guarantee Certificate” means the Certificate to be issued by the Employer upon successful establishment of Performance Guarantees Parameter as specified in **Appendix-5** to Contract Agreement.

“Final Acceptance” means the acceptance by the Employer of the Facilities which certifies the Contractor's fulfillment of the Contract in respect of Performance Guarantees of the Facilities in accordance with the provisions of GCC Clause 27, GCC Clause 28.1 hereof, and completion of Defects Liability Period as per GCC clause 30 and GCC clause 30.5.

Final Acceptance shall occur in respect of the Facilities when:

The Contractor has fulfilled all the obligations under the Contract including completion of defect liability period and extended Defect Liability period mentioned in GCC Clause 30.5.

“Final Acceptance Certificate” is the Certificate to be issued by the Employer as per Clause 28 hereof.

“Defect Liability Period” means the period of validity of the warranties given by the Contractor commencing from the date of Commissioning of the Facilities, during which the Contractor is responsible for defects with respect to the Facilities as provided in Clause 30 (Defect Liability) hereof.

“AMC” means Annual Maintenance Contract.

2. Contract Documents

2.1 Subject to **Article 1.3** (Order of Precedence) of the Contract Agreement, all documents forming part of the Contract (and parts thereof) are intended to be correlative, complementary and mutually explanatory. The Contract shall be read as a whole.

2.2 The Contractor shall be required to provide at least one original + 10 (Ten) copies of signed Contract Agreement for Employer's use within 30 (thirty) days of the date of signing of the Contract.

3. Interpretation

3.1 Language

3.1.1 All correspondence and communications to be given and all other documentation to be prepared and supplied under the Contract shall be written in English, and the Contract shall be construed and interpreted in accordance with English language.



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3.2 Singular and Plural

3.2.1 The singular shall include the plural and the plural the singular, male also means female or neuter and the other way around, except where the context otherwise requires.

3.3 Headings

3.3.1 Headings have no significance. The headings and marginal notes in the General Conditions of Contract are included for ease of reference, and shall neither constitute a part of the Contract nor affect its interpretation. Words have their normal meaning under the language of the Contract unless specifically defined. The Nodal Officer or his nominee will provide instructions clarifying queries about the Conditions of Contract.

3.4 Persons

3.4.1 Words importing persons or parties shall include firms, Corporations, Companies, Joint Ventures, Consortiums and Government entities.

3.5 Communications

3.5.1 Communications between parties which are referred to in the conditions are effective only when in writing. A notice shall be effective only when it is delivered (in terms of Indian Contract Act 1872).

3.6 Entire Agreement

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

3.6.2 If sectional completion is specified in the Contract Data, references in the Conditions of Contract to the Works, the Completion Date, and the Intended Completion Date apply to any Section of the Works (other than references to the Completion Date and Intended Completion date for the whole of the Works).

3.6.3 Engineer / Nodal Officer or his nominee's Decisions

Except where otherwise specifically stated, the nodal officer or his nominee will decide contractual matters between the Employer and the Contractor in the role representing the Employer.

The Nodal officer 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.

3.6.4 Personnel

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



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personnel approved by the Nodal Officer or his nominee. The Nodal Officer or his nominee 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.

If the Nodal Officer or his nominee 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.

3.7 Amendment

3.7.1 No amendment or other variation of the Contract shall be effective unless it is in writing, is dated, expressly refers to the Contract, and is signed by a duly authorized representative of each party hereto.

3.8 Contractor

3.8.1 The Contractor shall be an independent Entity performing the Contract. The Contract does not create any agency, partnership, Consortium or other joint relationship between the parties hereto.

3.8.2 Subject to the provisions of the Contract, the Contractor shall be solely responsible for the manner in which the Contract is performed.

3.8.3 All employees, representatives or Sub-Contractors engaged by the Contractor in connection with the performance of the Contract shall be under the complete control & supervision of the Contractor and shall not be deemed to be employees of the Employer, and nothing contained in the Contract or in any Sub-Contract awarded by the Contractor shall be construed to create any Contractual relationship between any such employees, representatives or Sub Contractors and the Employer.

3.8.4 The Contractor shall construct and install the Works in accordance with the Specification and Drawings.

3.9 Consortium

3.9.1 If the Contractor is a consortium of two or more parties, all such parties shall be jointly and severally bound to the Employer for the fulfillment of the obligations of the Contractor as per provisions of the Contract and shall designate one of such party to act as a leader with authority to bind the consortium. The composition or the constitution of the consortium, who have become eligible, may be permitted to alter only with the prior consent of the Employer in writing. The consortium leader shall remain responsible not only for its scope of work but also for the scope of work of other consortium members so that Employer gets the facilities completed in all respects.

3.9.2 All employees, representatives or Sub-Contractors engaged by the Consortium in connection with the performance of the Contract shall be under the complete control & supervision of the Contractor and shall not be deemed to be employees of the Employer, and



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nothing contained in the Contract or in any Sub-Contract awarded by the Contractor shall be construed to create any Contractual relationship between any such employees, representatives or Sub Contractors and the Employer.

3.9.3 In case of Consortium, the Memorandum of Agreement (MOA) between Leader of Consortium and all other Consortium members shall be furnished before signing of the Contract between Employer and all Consortium members.

3.10 Waiver

3.10.1 Subject to **Sub-Clause 3.10.2** below, no relaxation, forbearance, delay or indulgence by either party in enforcing any of the terms and conditions of the Contract or the granting of time by either party to the other shall prejudice, affect or restrict the rights of that party under the Contract, nor shall any waiver by either party of any breach of Contract operate as waiver of any subsequent or continuing breach of Contract.

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

3.11 Severability

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

4. Notices

4.1 Unless otherwise stated in the Contract, all notices to be given under the Contract shall be in writing, and shall be sent by personal delivery, post / airmail post, special courier, telefax, email to the address of the relevant party set out in the Special Conditions of Contract, with the following provisions.

4.1.1 Any notice sent by telefax, email shall be confirmed within two (2) days after dispatch by notice sent by airmail post or special courier, except as otherwise specified in the Contract.

4.1.2 Any notice sent by airmail post or special courier shall be deemed (in the absence of evidence of earlier receipt) to have been delivered ten (10) days after dispatch. In proving the fact of dispatch, it shall be sufficient to show that the envelope containing such notice was properly addressed, stamped and conveyed to the postal authorities or courier service for transmission by airmail or special courier.

4.1.3 Any notice delivered personally or sent by facsimile, email shall be deemed to have been delivered on date of its dispatch.

4.1.4 Either party may change its postal, telefax, email address or addressee for receipt of such notices by 10 (ten) days' notice to the other party in writing.

4.2 Notices shall be deemed to include any approvals, consents, instructions, orders and certificates to be given under the Contract.



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5. Governing Law

5.1 The Contract including the Arbitration proceedings shall be governed by and interpreted in accordance with laws of India.

6. Settlement of Disputes

APPLICABLE LAW, CONCILIATION AND ARBITRATION:

6.1 APPLICABLE LAW:

This Agreement shall be construed and governed in accordance with the Indian substantive Laws.

6.2 CONCILIATION:

6.2.1 Disputes

If the Contractor believes that a decision taken by the Nodal Officer or his nominee was either outside the authority given to the Nodal Officer or his nominee by the Contract or that the decision was wrongly taken, the decision shall be referred to the conciliator within 28 days of the notification of the Nodal Officer or his nominee's decision.

6.2.2 Settlement of Disputes

If a dispute of any kind whatsoever arises between the Employer and the Contractor in connection with, or arising out of the Contract or the execution of the Works, whether during the execution of the Works or after their completion and whether before or after repudiation or after termination of the Contract, including any disagreement by either party with any action, inaction, opinion, instruction, determination, certificate or valuation of the Nodal Officer or his nominee, the matter in dispute shall, in the first place be referred to the Disputes Review Board [DRD] in case of contracts valuing more than Rs.5 crore and above, and for contracts valuing less than Rs. 5 crore, the disputes will firstly be settled by the Conciliator, failing which any party may invoke arbitration clause. Unless the Contract has already been repudiated or terminated or frustrated the Contractor shall in every case, continue to proceed with the Works with all due diligence and the Contractor and the Employer shall give effect forthwith to every decision of the Nodal Officer or his nominee unless and until the same shall be revised, as hereinafter provided, by the conciliator or in a Dispute Review Board recommendation / Arbitral Award.

6.2.3 Decision by Conciliator

(i) The Conciliator shall give a decision in writing within 28 days of receipt of a notification of a dispute.

(ii) Conciliator shall be paid daily at the rate specified in the contract Data together with reimbursable expenses of the types specified in the contract data and the cost shall be divided equally between the Employer and the contractor, whatever decision is reached by the conciliator, either party may refer a decision of the conciliator within 28 days of the conciliator's written decision. If neither party refers the disputes to arbitration within 28 days, the conciliators decision will be final and binding.



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6.2.4 Replacement of Conciliator

Should the Conciliator resign or die, or should the Employer and the Contractor agree that the conciliator is not fulfilling his functions in accordance with the provisions of the Contract; a new Conciliator will be jointly appointed by the Employer and the Contractor. In case of disagreement between the Employer and the Contractor, within 30 days the Conciliator shall be appointed by the Appointing Authorities designated in the Contract Data at the request of either party within 14 days of receipt of such request.

6.3 ARBITRATION

6.3.1 Any dispute in respect of in respect of contracts where party is dissatisfied by the Conciliators decision, shall be decided by arbitration as set forth below:

- 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 "Deendayal Port Authority 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.



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- 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 Authority 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 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.



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- xv. Venue of the arbitration shall be such place as may be fixed by the arbitrator at his sole discretion.

B. SUBJECT MATTER OF CONTRACT

7. Scope of Facilities

7.1 Scope of Supplies and Services

7.1.1 Unless otherwise expressly limited in the Technical Specifications, the Contractor's obligation cover design & engineering; civil engineering work; dismantling, if any, of existing building, structures & equipment; modification / diversion, if any, of utility / services; fabrication & supply of steel structures; manufacture (including associated purchases) & supply of Equipment and refractories; Customs & Port clearances (excluding Customs Duty, cess, IGST etc. of items); inland transportation; intermediate storage; insurance & handling; erection work; testing; pre-commissioning; start-up & commissioning and demonstration & establishment of performance guarantee parameters of the Facilities as detailed hereafter, in accordance with the plans, specifications, drawings, codes and any other documents as specified in the Technical Specifications.

7.1.2 The Contractor shall, unless specifically excluded in the Contract, perform all such work and / or supply all such items and materials not specifically mentioned in the Contract but that can be reasonably inferred from the Contract as being required for attaining Completion of the Facilities (within the Battery limits as defined in the Technical Specification) as if such work and / or items and materials were expressly mentioned in the Contract without any extra cost to Employer.

7.1.3 The Contractor shall furnish the items with its specifications & prices of spare parts required for the operation and maintenance of the Facilities for the period of two years.

7.2 Design, Drawings & Technical Documents

7.2.1 The Contractor shall be responsible for supply of all the design, drawings and technical documents & information in respect of the Equipment as per Appendix 2 to Contract Agreement & commissioning spares. The Contractor shall deliver the design, drawing, technical documents & information, to the Employer.

7.3 Deleted

7.4 Supply of Equipment, Structures, Commissioning Spares, AMC spares, Initial Fills & Lubricants and Special Tools & Tackles

7.4.1 Plant and Equipment

The contractor shall be responsible for supply of Equipment as described in the Technical Specifications including General Technical Specification and Drawings/documents.



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7.4.1.1 The Contractor shall furnish a copy of the unpriced Orders/ Contracts for all the bought-out items **“as mutually agreed”**.

7.4.2 Commissioning Spares and O&M spares

7.4.2.1 The Contractor shall, within the Contract Price, supply adequate commissioning spares and AMC spares required during Start up and commissioning along with the Equipment mentioned in Clause **7.4.1**, hereof.

7.4.2.2 Should the commissioning spares found to be inadequate, the Contractor shall supply without any extra cost to the Employer, additional required commissioning spares within the time schedule to ensure that the Facilities are commissioned.

7.4.3 Operation and Maintenance (O&M) Activity

7.4.3.1 During the initiation of O&M activity, the Contractor shall furnish tentative list and supply wherever and whenever required of spares required for the normal operation and maintenance of the Facilities, for a period of five years.

7.4.3.2 After completion of O&M activity, contractor shall submit the final list of spares which has been used during AMC activity to the employer.

7.4.3.3 The list of spares shall include such details as:

- a) Item number of equipment in Contract
- b) Void
- c) Number per item
- d) Void
- e) Manufacturing drawing number/ordering specification number/Vendor name & address.
- f) Catalogue reference

However, this clause will be applicable except for proprietary items. In case of proprietary items relevant data and information shall be provided to the Employer to enable procurement of the same, after AMC activity.

7.4.3.4 The Contractor shall supply complete ordering specification including manufacturing drawings with bill of materials, material specification & catalogues with reference details and list of suppliers shall also form part of such ordering specification.

However, this clause shall not apply to proprietary items. In case of proprietary items relevant data and information shall be provided to the Employer to enable procurement of the same, after O&M activity.

7.4.3.5 The Contractor shall undertake to supply O&M spares at reasonable price at any time later during the life of the Facilities on request from the Employer. In case during the life of the Facilities, any spare(s) becomes obsolete or goes out of Contractor's production programme,



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the Contractor shall serve prior written notice of not less than six months to the Employer to that effect and furnish detailed manufacturing drawings (except items proprietary in nature) to the Employer for such spares, if not already furnished. Contractor shall also ensure that the Employer is in a position to procure such spares in sufficient quantities at reasonable prices before these become obsolete or go out of production programme as stated above.

7.4.4 Initial Fill and Lubricants

7.4.4.1 The Contractor shall supply along with the Equipment the oils, grease & lubricants required for the initial fill including flushing liquor and also chemicals for pickling, etc., well in advance, for commissioning of the Equipment.

7.4.4.2 The cost of such initial fill of oils including hydraulic oils, grease and other lubricants is included in the Contract Price. Should the oil, grease & lubricants found to be inadequate, the Contractor shall supply without any extra cost to the Employer, additional required oil, grease & lubricants, within the time schedule to ensure commissioning is not held-up. The un-used oil, grease & lubricants shall be the property of the Employer.

7.4.4.3 The Contractor shall be responsible for supply of adequate quantities of such oils, grease & lubricants as may be required for this purpose till commissioning as per Clause 25 hereof.

7.4.4.4 These oils, grease & lubricants should be preferably of Indian origin. In the case of imported oil, grease & lubricant, specification for the same shall be furnished by the Contractor for procurement in future.

7.4.4.5 The Contractor shall also furnish consumption rates of all the consumables along with estimated annual requirement and ordering specification for timely procurement by the Employer for future requirements.

7.4.5 Special Tools & Tackles

The Contractor shall supply along with the Equipment special tools & tackles, instruments and appliances which will be required for erection, commissioning, operation and maintenance of the Facilities.

The Contractor shall provide ordering specification including the names of suppliers giving sufficient details to enable the Employer to procure such special tools, tackles, instruments and appliances, at a later date when necessary, after successful commissioning.

7.5 Civil Engineering Work (As specified in Technical Specifications)

7.5.1 Unless otherwise expressly limited and/or excluded elsewhere in the Contract from Contractor's scope, the Contractor shall be responsible for the construction of all civil foundation for structures and equipment, construction of super structures, buildings and all other connected civil construction works included in the scope of work as per Technical Specifications in accordance with Sub-Clause 20.4 hereof.



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7.5.2 It is presumed that the Contractor has already inspected the site and satisfied itself about the actual site conditions and has collected any other information which may be required by the Contractor. All necessary soil tests over and above those carried out by the Employer are to be undertaken by the Contractor and no extra claim on this account shall be admitted.

7.5.3 The Contractor shall be held responsible for soundness of all structures including all other civil work that form part of the subject tender for a period of 12 months after commissioning and acceptance of the Facilities. Any defect found during this period will be made good by the Contractor at its own cost failing which the Employer reserves the right to take remedial measures at the Contractor's risk and cost.

7.5.4 All excavated materials shall remain the property of the Employer.

7.5.4.1 All fossils, coins, articles of value of antiquity and structure and other remains or things of geological and archaeological interest discovered on the site of works shall be the absolute property of the Employer and the Contractor shall take all precautions to prevent his workmen or any other person removing or damaging any such article or thing and shall immediately upon discovery thereof and before removal inform the Employer of such discovery and carry out the removal under the supervision of the Employer of the same and hand it over to the Employer.

7.6 Scope of work for Erection of Structures, Equipment and Refractories

7.6.1 The scope of work of the Contractor amongst others, shall be complete erection of the Plant and Equipment, steel structures, refractories, etc., as given in the Technical Specifications.

7.6.2 The Contractor shall intimate the Employer in writing well in advance about the requirement of shut down of any of the existing units / facilities for inter-connection / incorporation of additional facilities. The shutdown period shall be mutually discussed and finalised. The work to be undertaken during the shutdown period shall be planned meticulously by the Contractor to reduce the shut down period to the minimum.

7.6.3 The Contractor shall use permanent pipe and clamps scaffolding for working at heights.

7.7 Technical Services (This Clause shall be read in conjunction with Contract Technical Specifications)

7.7.1 Technical Services to be provided by the Contractor shall include the following amongst others:

- a) Raw material testing, if necessary.
- b) Basic design, layout, engineering & drawings.
- c) Detailed design, layout, engineering & drawings.
- d) Drawings / data for carrying out Plant Engineering and detailed design/drawings of civil, structural and services.



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- e) Technical services relating to planning, procurement, manufacturing, inspection, expediting, packing, shipping, storage, etc.
- f) Supervision of civil & structural engineering work & erection work including specialised erection services.
- g) Technical consultation / liaison / guidance relating to detail design and plant engineering by Contractor's Sub-Contractors, Co-ordination relating to site work and other engineering work, feedback data and information to the Employer for the Contractor's scope of supply and services.
- h) Project Management Services including co-ordination relating to customs clearance, transportation, insurance, claim settlement, inspection of supplies, construction planning and scheduling, erection planning, field construction engineering, trial runs, start up, commissioning and performance guarantee tests.
- i) Training of Employer's Personnel.
- j) Quality control and adherence to time schedule, control of site work and other Indian works.
- k) Clearance of installations from the statutory and other concerned authorities on behalf of Employer. The Contractor shall also assist in preparing application forms, providing necessary drawings, documents, test certificates etc., including necessary co-ordination with statutory and other concerned authorities.
- l) Post Commissioning services in accordance with terms and conditions stipulated under the Contract, if so specified in SCC.

7.8 Training of Employer's Personnel (This Clause shall be read in conjunction with Contract Technical Specifications)

Subject to stipulations of the Contract, the Contractor shall arrange for training in India & abroad of the Employer's personnel for operation, maintenance and other services of the facilities under the Contractor's scope of supply. The contractor shall furnish the details of the training to be provided to the employer's personnel for the approval of the employer. Employer may indicate the field of training and man-days to the contractor for compliance.

7.8.1 The travelling and living expenses of the Employer's trainees shall be borne by the Employer. The Employer shall also arrange necessary travel documents for its trainees. The Contractor shall, however, assist in arranging visa and medical insurance for such trainees, wherever necessary.

7.9.1 to 7.9.3 - Deleted

7.9.4 If some of the Experts deputed for supervision of erection, commissioning and Performance Guarantee Tests are required by the Employer beyond the Final Acceptance of the Facilities (Post commissioning services) after fulfillment of all the Contractual obligations by the Contractor, the Contractor shall provide such services in accordance with the terms



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and rates stipulated in the Contract or to be mutually agreed upon between the Employer and the Contractor if not already provided for in the Contract.

7.9.5 Deleted

7.9.6 In the event, Expert is not found of required skill / expertise, then the Employer will have the right to send the Expert back at the cost of the Contractor after communication with the contractor.

7.9.7 Deleted

7.10 Demonstration of Performance Guarantee

7.10.1 The Contractor guarantees the equipment for its workmanship, materials, design and satisfactory performance in accordance with the relevant specifications & provisions of this Contract. The guarantee for performance includes individual items and systems for the ratings / output as well as for the integrated operation of the Plant. The Contractor's responsibility under this guarantee shall not in any way be reduced, diminished or absolved for any reason whatsoever in respect of supplies, materials and equipment not manufactured by the Contractor. The Contractor, upon successful commissioning of each equipment / system will conduct performance guarantee tests to demonstrate the integrated operation of all equipment / systems.

7.10.2 The details of the performance guarantee tests, test procedures, test schedules, for the demonstration of the performance guarantees shall be submitted to the Employer which will be mutually agreed upon. Any subsequent deviation / modification in the agreed schedule, if considered necessary at a later date shall be mutually discussed and agreed upon.

7.10.3 After commencing a test, it shall be completed unless in the opinion of either Employer or Contractor a safety hazard exists which necessitates shutdown.

7.10.4 The Contractor shall undertake to demonstrate the Performance Guarantee Tests and achieve the guaranteed production capacity in a sustained manner and also the other parameters as specified in Appendix-5 of the Contract Agreement.

7.11 Division of Scope of Facilities among members of Consortium

7.11.1 In case, the Contractor is a Consortium of two or more firms, the division of Scope of Facilities indicated at **Sub-Clauses 7.2 to 7.10** hereof, shall be given by the Contractor.

8. Time for Completion

8.1 The Contractor shall attain Completion of the Facilities as defined at Clause 1 hereof within the time stated in the NIT or within such extended time to which the Contractor shall be entitled under Clause 42 (Extension of Time for Completion) hereof.

9. Contractor's Responsibilities (This Clause shall be read in conjunction with Contract Technical Specifications)



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- 9.1** The Contractor shall carryout Scope of Facilities as specified in Clause-7 hereof including design & engineering; civil engineering work; dismantling, if any, of existing building, structures & equipment; modification / diversion, if any, of utility/ services; fabrication & supply of steel structures; manufacture (including associated purchases and supply of Equipment and refractories; inland transportation; intermediate storage; insurance & handling; erection work; testing; pre-commissioning; start-up & commissioning and demonstration & establishment of performance guarantee parameters of the Facilities with due care and diligence in accordance with the Contract.
- 9.2** The Contractor shall be deemed to have entered into this Contract on the basis of a proper examination of the data relating to the Facilities (including any data as to boring tests) provided by the Employer, and on the basis of information that the Contractor could have obtained from a visual inspection of the Site (if access thereto was available) and of other data readily available to it relating to the Facilities prior to bid submission. The Contractor acknowledges that any failure to acquaint itself with all such data and information shall not relieve its responsibility for properly estimating the difficulty or cost of successfully performing the Facilities. The Contractor shall satisfy himself regarding the accessibility to site by existing roads, feasibility of taking materials / equipment to site and availability of Labour and local conditions.
- 9.3** The Contractor shall at its own expenses obtain all permits and licences from Indian required for the performance of work under this Contract and the Contractor shall bear any fee payable to the Government or local licensing authority for obtaining permits and licences at their own cost (except where the Employer is statutorily required as per Indian laws, rules, statutory notifications to pay the fees and/or file applications for the permits/licences in which case the Contractor shall render assistance to the Employer). The Contractor shall perform the work in accordance with the conditions of all applicable permits and licence. The Contractor shall provide evidence of licence granted and any restriction contained therein. The necessary Statutory Fees for such permits, approvals and / or licenses payable by the Contractor, are included in the Contract Price.
- 9.4** The Contractor shall comply with the Indian Laws that may be in vogue as on Base Date of the Contract or may come into force during currency of the Contract, that binds upon the Contractor. The Contractor shall indemnify and hold harmless the Employer from and against any and all liabilities, damages, claims, fines, penalties and expenses of whatever nature arising or resulting from the violation of such laws by the Contractor or its personnel, including the Sub-Contractors and their personnel.

10. Employer's Responsibilities

- 10.1** The Employer shall ensure the accuracy of information and / or data to be supplied by the Employer, except when otherwise expressly stated in the Contract.
- 10.2** The Employer shall be responsible for acquiring and providing legal and physical possession of the Site and access thereto, and for providing possession of land access to all other areas reasonably required for the proper execution of the Contract, including all



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requisite rights of way. The Employer shall give full possession of land and accord all rights of access thereto on or before the mutually agreed date(s).

10.3 If requested by the Contractor, the Employer shall use its best endeavors to assist the Contractor in obtaining in a timely and expeditious manner all permits, approvals and / or licenses necessary for the execution of the Contract from State or Central Government Authorities.

10.4 During operation, consumable such as diesel- fuel and Foam concentrate will be supplied/ borne by Contractor and electricity shall be provided by DPA. Further, Oil/ lubricants, greasing, paint, hoses, pressure gauges, gasket, nut bolts, battery and other mechanical spares along with instrumental and electrical spares shall be supplied/ borne by Contractor for free of cost.

10.5 The Employer shall be responsible for the continued operation of the Facilities after Commissioning and shall facilitate the Contractor in performing the Performance Guarantee Test(s) for the Facilities.

10.6 All costs and expenses involved in the performance of the obligations under this Clause 10 hereof, shall be the responsibility of the Employer, save those to be incurred by the Contractor with respect to the performance of Performance Guarantee Tests.

C. PAYMENT

11. Contract Price

11.1 The Contract Price as specified in the Contract Agreement shall be for the entire Scope of the Facilities including spares, fuel, oils, grease, lubricants, flushing liquor, chemicals for pickling etc. required during Start up and Commissioning and scrap in any form generated inside the plant premises. The break-up of the Contract Price is given in the **Appendix-1** to the Contract Agreement.

11.2. Price Basis

11.2.1 The Contract Price quoted in Indian Rupees shall comprise of basic price, all duties, taxes and levies other than **Goods and Services Tax (GST)** as may be applicable and prevailing as on base date on **Taxable Value of the Contract (Basic price + other charges, duties levies taxes other than GST)** and GST as may be applicable and prevailing as on base date. While the basic price will constitute the consideration under the Contract, the payment of Goods and Services Tax (GST) thereon, will be reimbursed on actuals against documentary evidence subject to a ceiling indicated in Price Schedule given in Appendix-1.

11.2.2 Contract Price includes **Customs Duty, Cess and IGST** on the imported Equipment for which prices indicated in the Contract are in Indian Rupees.

11.2.3 Deleted



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11.2.4 Deleted

11.2.5 The prices for indigenous / imported supplies for which prices are quoted in Indian Rupees, are for delivery at plant site basis.

11.2.6 The GST TDS if any required by Employer to be made under GST Act or rules made there under shall be deducted at such rate as may be specified with effect from such date as notified from the invoice of the contractor.

11.2.7 Electrical Power required for Construction & Erection Work at site, shall be supplied by the Employer on chargeable basis (if available to the employer) as per Sub **Clause 20.4.2 & 20.4.3** hereof. And also, Electrical Power for fabrication work, if any, envisaged at site, shall be supplied metered & charged at the rates prevailing from time to time (if available to the employer). If the above facilities are unable to provide by the employer on chargeable basis, then the contractor shall arrange himself.

11.2.8 Deleted.

11.2.9 Percentage of Goods and Services Tax (GST) either CGST and SGST/UTGST or IGST considered in the offer shall be indicated separately item wise by the successful bidder, along with billing schedule.

11.3 Firm Contract Price

11.3.1 Deleted

11.3.2 The Price for items for which the price indicated in the Contract is in Indian Rupees, except as provided in the **Sub-Clause 11.3.3** hereof, shall be firm, not subject to any escalation except in the event of a change in the scope of work or specification or as otherwise provided in the Contract. However, scope of work in pursuance of **Sub-Clause 7.1.2**, hereof, shall not be taken as change in the scope of work or specification.

11.3.3 Deleted

11.4 Ceiling of Price Adjustment- Deleted

11.5 Validity of Price Variation- Deleted

11.6 Adjustment of Price for Weights and Physical Quantities of Work

11.6.1 The Contract is for Turnkey Completion of Scope of Facilities as specified in the Clause 7 hereof & Technical Specifications. The physical quantities and weights as given in the contract/ billing schedule, are indicative only for the purpose of making progress payments on prorata basis as per **Clause 2.3 of Appendix-3** of Contract Agreement. Neither the Contractor shall be entitled to get any additional price from the Employer nor the Employer is entitled to deduct any amount from the Contract Price due to variation in physical quantities and weights.



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12. Terms of Payment

12.1 General

12.1.1 No advance will be provided to the Contractor, unless specified in ITT/ BDS and the payments will be linked with the progress.

12.1.2 All payments shall be made as specified in **Appendix-3** (Terms of Payment), directly by the Employer to the Contractor unless otherwise provided in the Contract or agreed between the Parties.

In case the Contractor is a Consortium of two or more parties as indicated in the **Sub-Clause 3.9** of GCC, the Employer shall make direct payment to the leader of consortium and the leader of consortium shall take responsibility to pass on the payment to the consortium member.

12.1.3 Only Leader of the Consortium shall raise the invoices and the payments will be released to the specified bank account. Employer will not be responsible for distribution of fund among consortium members.

12.1.4 The payments will be made in the currencies quoted by the Contractor and included in the Contract unless otherwise agreed to between the Parties.

12.1.5 The Employer shall release the payment to the Contractor within fourteen (14) days from the date of receipt of the complete and correct invoices & relevant documents. No interest shall be paid in case of any delay in releasing the payment by the Port.

12.1.7 All interim / progress payments shall be regarded as payments by way of advance against the final payment only and not as payment for work completed and shall not preclude defective / imperfect / incomplete Facilities to be removed. It will not be considered as an admission by the Employer of the due performance of the Contract, or any part thereof by the Contractor nor shall it preclude, determine or affect in any way the powers of the Employer under these conditions or in any way vary or affect the Contract.

13. Securities

13.1 Issuance of Securities (Bank Guarantees)

13.1.1 The Contractor shall provide the Securities in the form of Bank Guarantees specified below in favour of the Employer at the times, and in the amount, manner and form specified below.

13.1.2 The Bank Guarantee shall be in the form provided in the Annexure I to II hereof or in another form acceptable to the Employer as mutually agreed prior to contract finalization with the successful bidder.

13.1.3 The Bank Guarantee for Indian Rupee payments shall be issued and be payable/ operable by nationalized bank or scheduled bank in India at the place where Facility is located or any other location acceptable to the employer.



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13.1.5 In case the project gets delayed then the BG shall be extended by the contractor for such delayed period, without any liability of employer.

13.2 Contract Performance Guarantee (CPG) / Security Deposit

13.2.1 Performance Bank Guarantee

Security deposit shall consist of performance Guarantee to be submitted at award of work. Performance Guarantee should be 3% of PART A-1 contract price which should be submitted in form of Bank Guarantee of nationalized/ Scheduled bank (except cooperative bank) having its branch at Gandhidham, or Demand Draft within 21 days 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.

Operation and Maintenance Security deposit- shall consist of performance Guarantee to be submitted after successful completion of the commissioning of all the facilities. Performance Guarantee should be 3% of Operation and Maintenance amount i.e., under Item No. PART A-2 which should be submitted in form of Bank Guarantee of nationalized/ Scheduled bank (except cooperative bank) having its branch at Gandhidham, or Demand Draft within 21 days of receipt of Commissioning certificate from the Employer which will be refunded immediately not later than 14 days from completion of Operation and Maintenance period.

No retention money shall be deducted

14. Taxes & Duties

14.1 Except as otherwise specifically provided in the Contract, the Contractor shall bear and pay all taxes, duties, levies and charges assessed on the Contractor, its Sub-Contractors or their employees by Municipal, State or Central Government Authorities.

However, subject to stipulations of the Contract, the payment of duties, taxes, levies, etc., will be reimbursed (on actual) against documentary evidence to be produced by the Contractor, subject to a ceiling indicated in price schedule(s) of the Contract. In no case the reimbursement towards duties and taxes, etc., shall exceed the amount indicated in price schedule(s) of the Contract towards duties, taxes, levies, etc. except on account of statutory variation in Taxes & Duties and / or imposition of new taxes and duties.

All taxes & duties payable outside India in respect of performance of the Contract shall be borne & paid by the Contractor. The Employer shall have no liability whatsoever on this account.



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14.1.1 The GST TDS if any required by Employer to be made under GST Act or rules made there under shall be deducted at such rate as may be specified with effect from such date as notified from the invoice of the contractor.

14.1.2 The Contractor shall bear and pay all the liabilities in respect of non-observance of all legal formalities as per various statutory provisions.

14.1.3 Deleted

14.2 Deleted

14.2.1 The Contractor shall bear and pay Customs Duty, Cess, and IGST on imported plant & equipment for which prices indicated in the Contract are in Indian Rupees.

14.3 Deleted

14.4 Deleted

14.5 Input Tax Credit

14.5.1 The Contractor shall submit all Documents required by the Employer to avail the GST Input Tax credit. In case, the Contractor fails to submit the required document for availing the GST Input tax credit by the Employer in respect of supplies, the amount of Goods and Service tax on such indigenous Equipment may be recovered by the Employer from the Contractor unless the Contractor furnishes proper justification. In case of indigenous Equipment, Contractor is responsible for uploading his outward supplies data with GSTN in the month of supply and any demand of interest for failure of the contractor to upload the invoice details or to accept purchase data filed by Employer in inward supplies return (GSTR-2) shall be to the account of Contractor.

14.5.2 E-way bills / Transit passes / Road Permits, if required for materials etc., bought into the project site is to be arranged by the Contractor only. The Employer will issue e-waybills as required for dispatch of materials to the Contractor on request who is not registered under GST Act. Advance intimation in this regard is to be given by the Contractor to the Employer.

The Contractor shall comply with the requirement of relevant Goods and Service Tax Act and rules made there under regarding utilization of the E-waybills and submission of the counter foils to the employer. In case of failure to do so, the Contractor will be responsible for all consequential actions and penalties, if any.

14.6 Variations in Taxes & Duties

14.6.1 For taxes and duties which are eligible for Input Tax Credit, the adjustment in the Contract Price towards variations in taxes, imposition of new taxes or abrogation of existing taxes shall be applicable.

For other taxes & duties, the variations in the taxes, enactment of new taxes or abrogation of existing taxes, which takes place within the scheduled Contractual delivery / execution period shall be applicable.



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Whereas the variations in the taxes, enactment of new taxes or abrogation of existing taxes, which takes place during the extended period shall be applicable only if the reasons for delay is attributable to employer.

However, Base Date for statutory Variation & imposition of new taxes and duties shall be the date seven (7) days before last date of submission of price bid / updated price bid as per Appendix-4 Clause 2.0.

14.6.1 GST for which input credit is available, the adjustment in the Contract Price towards variations in GST, imposition of new taxes under GST or abrogation of existing taxes under GST shall be applicable.

Other taxes & duties, for which input credit is not available, the variations in the taxes& duties, enactment of new taxes or abrogation of existing taxes, which takes place within the scheduled Contractual delivery / execution period shall be applicable. Whereas the variations in the taxes, enactment of new taxes or abrogation of existing taxes, which takes place during the extended period shall be applicable only if the reasons for delay is attributable to employer.

However, Base Date for statutory variation & imposition of new taxes and duties shall be the date seven (7) days before last date of submission of price bid / updated price bid as per Appendix-4.

14.6.2 The adjustment in the Contract Price towards variation in the taxes shall be made by the Employer on production of the documentary evidences by the Contractor.

14.6.3 The Contract Price shall be adjusted towards variations in taxes in respect of only finished equipment supplied by the Contractor to the Employer. No adjustment in the Contract price shall be made for variations in the taxes on raw-materials, parts, component / intermediate components, assemblies / sub-assemblies, etc.

14.6.4 For the purpose of adjustment in the Contract Price towards variation in taxes, the Contract Price shall be the price including price adjustment due to variation in price indices, as payable in accordance with GCC.

14.6.5 In case any steel structure is fabricated at Employer's site after approval of the Employer as specified in the Sub-Clause 21.1.1, hereof, beyond the items and quantities indicated in Appendix-1 and there is saving in payment of duties, taxes, levies, etc. on this account then such saving will be recovered by the Employer from the Contractor's bills.

14.7 Goods and Services Tax

14.7.1 Goods and Services Tax shall be applicable as per prevalent rules.

Invoices for all Taxable Input Services shall be made to "DPA" for availing Input Tax credit of Goods and Service Tax under relevant Rules and shall be furnished by the Contractor to the Employer for availing Input Tax credit of Goods and Service Tax.



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The Invoice for the supply of services shall separately indicate the Goods and Service Tax claimed by the Contractor along with their relevant Goods and Service Tax Identification Number obtained by the Contractor.

14.7.2 The Contractor shall submit all other Documents required by the Employer to avail the Input Tax credit of Goods and Service Tax. In case, the Contractor fails to submit the required document for availing the Input Tax credit of Goods and Service Tax by the Employer in respect of Input Services, the same may be recovered by the Employer from the Contractor unless the Contractor furnishes proper justification.

14.8 Income Tax

Any Indian Income Tax which Employer may be required to deduct by law or statute, shall be deducted at the source under Indian Income Tax Act on account of the Contractor. Employer shall provide the Contractor a certificate for such deduction of Tax. The Contractor shall indicate their Permanent Account Number with the relevant Income Tax Authority to Employer.

D. CONFIDENTIAL INFORMATION

15. Copyright

15.1 The copyrights in all drawings, documents and other materials containing data and information including drawings/ordering specifications / catalogues for fast wearing parts furnished by the Contractor to the Employer shall remain vested in the Contractor; however the Employer shall have the right to use all such drawings, documents and other material, data and information for execution of the Contract and operation and maintenance of the Facilities being subject of the Contract.

16. Confidential Information

16.1 The Employer and the Contractor shall keep confidential and shall not, without the written consent of the other party hereto, divulge to any third party any document, data or other information furnished directly or indirectly by the other party hereto in connection with the Contract, whether such information has been furnished prior to, during or following termination of the Contract. Notwithstanding the above, the Contractor may furnish to its Sub Contractor(s) such documents, data & other information it receives from the Employer to the extent required for Sub-Contractor(s) to perform its work under the Contract, in which event the Contractor shall obtain from such Sub-Contractor(s) an undertaking of confidentiality similar to that imposed on the Contractor under this clause.

16.2 The Contractor shall not use such documents, data and other information received from the Employer for any purpose other than the design, procurement of Plant and Equipment, construction or such other work and services as are required for the performance of the Contract.

16.3 The obligation of a party under **Sub-Clauses 16.1** and **16.2** hereof, however, shall not apply to that information which

a) Now or hereafter enters the public domain through no fault of that party.



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b) Can be proven to have been possessed by that party at the time of disclosure and which was not previously obtained, directly or indirectly, from the other party hereto.

c) Otherwise lawfully becomes available to that party from a third party that has no obligation of confidentiality.

16.4 The above provisions of this clause (Clause 16 hereof) shall not in any way modify any undertaking of confidentiality given by either of the parties hereto prior to the date of the Contract in respect of the Facilities or any part thereof.

16.5 The provisions of this clause (Clause 16 hereof) shall survive termination, for whatever reason, of the Contract.

E. WORK EXECUTION

17. Representatives

17.1 Engineer/ Engineer In Charge / Nodal Officer

17.1.1 If the Engineer is not named in the Contract, then within fourteen (14) days of the Effective Date, the Employer shall notify the Contractor in writing the name of the Engineer. The Employer may from time to time appoint some other person as the Engineer in place of the person previously so appointed. The Engineer shall represent and act for the Employer at all times during the currency of the Contract. All notices, instructions, orders, certificates, approvals and all other communications under the Contract shall be given by the Engineer, except as herein otherwise provided.

17.2 Contractor's Representative

17.2.1 If the Contractor's Representative is not named in the Contract, then within fourteen (14) days of the Effective Date, the Contractor shall appoint the Contractor's Representative with the consent of Employer.

17.2.2 The Contractor shall not revoke the appointment of the Contractor's Representative without the Employer's prior written consent.

17.2.3 The Contractor's Representative shall represent and act for the Contractor at all times during the currency of the Contract and shall give to the Engineer all the Contractor's notices, instructions, information and all other communications under the Contract. All notices, instructions, information and all other communications given by the Employer or the Engineer to the Contractor under the Contract shall be given to the Contractor's Representative or, in its absence, its deputy, except as herein otherwise provided.

All notices, instructions, information and other communications given by the Contractor to the Employer under the Contract shall be given to the Engineer, except as herein otherwise provided.

17.2.4 The Employer may by notice to the Contractor object to any representative or person employed by the Contractor in the execution of the Contract who, in the reasonable opinion of the Employer, may behave inappropriately, may be incompetent or negligent, or may



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commit a serious breach of the Site regulations provided under Sub-Clause 22.3 hereof. The Contractor on receipt of such notice, shall remove such person from the Facilities. If any representative or person employed by the Contractor is removed in accordance with Sub Clause 17.2.4 hereof, the Contractor shall promptly appoint a replacement.

17.3 Co-operation with Other Contractors

17.3.1 The Contractor shall, upon written request from the Engineer, provide all relevant technical information to the other Contractors employed by the Employer on or near the Site for any associated Equipment to enable the Employer to obtain the efficient & economical design of the associated Equipment.

If required by the Contractor, the other contractors of the Employer will enter into a confidentiality agreement to ensure the technical information is not unlawfully disclosed.

17.3.2 The Contractor shall, upon written request from the Engineer, give all reasonable opportunities for carrying out the work to any other Contractors employed by the Employer on or near the Site and shall co-ordinate with the other Contractors for any interface activity under its Scope of Facilities.

17.3.3 The Contractor shall also so arrange to perform its work as to minimize, to the extent possible, interference with the work of other Contractors. The Engineer shall determine the resolution of any difference or conflict that may arise between the Contractor & other Contractors in regard to their work in consultation with Contractors.

18. Work Program

18.1 Program of Performance

18.1.1 Within the time frame as per Contract Technical Specification. Contractor shall prepare and submit to the Engineer the Master PERT Network (Hard & soft) for the performance of the Contract, showing the sequence in which it proposes to design, manufacture, transport, assemble, install and pre-commission the Facilities, as well as the date by which the Contractor reasonably requires that the Employer shall have fulfilled its obligations under the Contract as per Clause 10 hereof, so as to enable the Contractor to execute the Contract in accordance with the programme and to achieve Acceptance of the Facilities in accordance with the Contract.

18.1.2 The Bar Chart so submitted by the Contractor shall accord with the Time Schedule included in **Appendix-2** (Time Schedule) to the Contract Agreement and any other dates and periods specified in the Contract.

18.1.3 The Engineer shall approve the Master PERT Network after scrutiny and discussions with the Contractor within two (2) weeks of submission of Master PERT Network. The Contractor shall submit finalised Master PERT Network in number of copies as required by the Employer.

18.1.4 Based on the finalised Master PERT Network as per **Clause 18.1.3** hereof, the Contractor shall submit L-1 & L-2 Network for each unit of the Facilities progressively as per



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the Time frame as per Contract Technical Specification. These Networks shall be approved by the Engineer within three (3) weeks of the submission.

18.1.5 The Contractor shall update and revise the finalised Master PERT Network as and when appropriate or when required by the Engineer, but without modification in the Times for Completion given in the Clause 1.1 of Appendix-2 and any extension granted in accordance with Clause 42 hereof, and shall submit all such revisions to the Engineer.

18.1.6 The Contractor shall intimate the Employer / Engineer, in writing well in advance, about the requirement of shut down of any of the existing Units / facilities for inter-connection / incorporation of additional units / facilities. The shutdown period shall be mutually discussed and finalised. The work to be undertaken round the clock during the shutdown period shall be planned meticulously by the Contractor to reduce the shut down period to the minimum.

18.2 Progress Report

18.2.1 The Contractor shall monitor progress of all the activities specified Program of Performance hereof, and submit to the Engineer a progress report along with Computerised Network Analysis Report every month.

18.2.2 The progress report shall be in a form acceptable to the Engineer and shall indicate: (a) percentage completion achieved compared with the planned percentage completion for each activity; and (b) where any activity is behind the program, giving comments and likely consequences and stating the corrective action being taken.

18.2.3 Progress Review Meeting Employer shall arrange progress review meeting periodically (not exceeding 3 months) to monitor the progress of the work. It will be mandatory on the part of the Leader of the Consortium to attend such meetings with their Consortium Members.

18.3 Progress of Performance

18.3.1 If at any time the Contractor's actual progress falls behind the Program of Performance hereof, or it becomes apparent that it will so fall behind, the Contractor shall, at the request of the Engineer, prepare and submit to the Engineer a revised program, taking into account the prevailing circumstances, and shall notify the Engineer of the steps being taken to expedite progress so as to attain Completion of the Facilities within the Time for Completion under **Sub-Clause 8.1** (Time for Completion) hereof, any extension thereof entitled under **Sub-Clause 42.1** (Extension of Time for Completion) hereof, or any extended period as may otherwise be agreed upon between the Employer and the Contractor.

18.4 Work Procedures

18.4.1 The Contract shall be executed in accordance with the Contract Documents including Appendices to the Contract Agreement and Annexure hereof.

18.4.2 The Contractor may execute the Contract in accordance with its own standard project execution plans and procedures to the extent that they do not conflict with provisions contained in the Contract.



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18.5 Deleted

18.6 Training

18.6.1 The Contractor shall identify the key positions and number of persons both in maintenance and operations department to be trained for efficient running of the plant.

18.6.2 The Contractor shall arrange for training of the personnel of the Employer, abroad / in India for the man-days at free of cost by the contractor.

18.6.3 The Contractor shall submit Schedule for Training of personnel of the Employer within a reasonable period but not later than six (6) months from the Effective Date of Contract. The schedule shall be mutually agreed upon between the Employer and the Contractor.

18.6.4 The Contractor shall supply five (5) copies of Training Manuals, Instructions and other connected literature to the Employer in English Language. In addition, each trainee shall be provided the necessary manuals, literatures etc.

19. Approved makes/ Vendors

19.1 List of Approved Vendors forming a part of the Contract Agreement, specifies major items of supply or services and indicates name of approved Vendors against each item. In so far as no Vendor is listed against any such item, the successful bidder shall prepare a list of Vendors for such item for inclusion in approved list given in Contract Agreement.

Any change/ addition in the vendor list shall require prior approval of the employer before ordering.

20. Design and Engineering

20.1 Specifications and Drawings

20.1.1 The Contractor shall execute the basic and detailed design and the engineering work in compliance with the provisions of the Contract, or where not so specified, in accordance with good engineering practice.

20.1.1. The Contractor shall be responsible for any discrepancies, errors or omissions in the specifications, drawings and other technical documents that it has prepared, whether such specifications, drawings and other documents have been approved by the Engineer or not, provided that such discrepancies, errors or omissions are not because of inaccurate information furnished in writing to the Contractor by or on behalf of the Employer.

20.2 Codes and Standards

Wherever references are made in the Contract to codes and standards in accordance with which the Contract shall be executed, the edition or the revised version of such codes and standards current at the date of bid submission shall apply unless otherwise specified. During Contract execution, any changes in such codes and standards shall be applied after approval by the Engineer & shall be treated in accordance with **Clause 41** hereof.



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20.3 Approval / Review of Technical Documents by Engineer

20.3.1 The Contractor shall prepare and furnish to the Engineer the drawings / documents listed at **Sub-Clause 2.2** of **Appendix-2** to the Contract Agreement for approval or review as specified and in accordance with the requirements of **Sub-Clause 18.1** (Program of Performance) hereof. (However, this shall be read in conjunction with Contract Technical Specification)

20.3.2 Any part of the Facilities covered by or related to the drawings / documents to be approved by the Engineer or its representative/ consultant shall be executed only after the Engineer's approval thereof.

20.3.3 Sub-Clauses 20.3.5 through 20.3.9 hereof, shall apply to those drawings/ documents requiring the Engineer's approval, but not to those furnished to the Engineer for its reference only.

20.3.4 To enable the Employer to accord approval and to review documents the Contractor shall submit back-up data / drawings / basic calculations / assumptions as may be required by the Employer and the same shall be as specified in Contract Technical Specifications.

20.3.5 Within fourteen (14) days after receipt by the Engineer of any drawings / document requiring the Engineer's approval in accordance with **Sub-Clause 20.3.1** to **20.3.3** hereof, the Engineer shall either return one copy thereof to the Contractor with its approval endorsed thereon or shall notify the Contractor in writing of its disapproval thereof and the reasons therefor and the modifications that the Engineer proposes.

20.3.6 The Engineer shall not disapprove any document, except on the grounds that the document does not comply with some specified provision of the Contract or that it is contrary to good engineering practice.

20.3.7 If the Engineer disapproves the drawing / document, the Contractor shall modify the drawing / document and resubmit it for the Engineer's approval in accordance with Sub-Clause 20.3.5 hereof. If the Engineer approves the drawing / document subject to modification(s), the Contractor shall make the required modification(s), whereupon the document shall be deemed to have been approved.

20.3.8 The Engineer's approval, with or without modification of the document furnished by the Contractor, shall not relieve the Contractor of any responsibility or liability imposed upon it by any provisions of the Contract.

20.3.9 The Contractor shall not depart from any approved drawing / document unless the Contractor has first submitted to the Engineer an amended drawing / document and obtained the Engineer's approval thereof, pursuant to the provisions of this Sub-Clause 20.3 hereof.

20.4 Civil Engineering Work

20.4.1 The Contractor shall carryout Civil Engineering Work as per the Technical Specification in accordance with conditions given below:



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20.4.1.1 The Contractor shall make its own arrangement for all labour, construction, tools & tackles & construction materials. All temporary approach roads to the site for carrying out construction work shall be constructed and maintained by the Contractor at its own cost.

20.4.1.2 Construction Power to be arranged by EPC Contractor at His Own Cost. However, if available then at One-point power shall be provided by DPA on Chargeable basis as per prevailing rate of Electricity Board/ Supplier” and further No delay on account of providing electricity shall be considered. Drinking Water & Construction water shall be arranged by EPC Contractor at his own cost. No sea water shall be used for construction purpose.

20.4.1.3 The Contractor shall take all necessary precautions to avoid damage to any property of the Employer or any third party. The Contractor shall also ensure that the progress of work of other Contractors in the adjoining areas is not hindered.

20.4.1.4 The Contractor shall take all precautions during execution, especially while excavating to avoid interference with or damage to underground works, such as cables, pipe lines, drains, etc. and provide all possible protection to these works and in case they are damaged, rebuild / divert them at its own cost (This shall be read in conjunction with GCC clause 22.6.8).

20.4.1.5 The Contractor shall carry out, at its own cost, necessary precision survey to set out and check the setting of all works including foundation & anchor bolts, etc., to the required tolerances using the grid reference points available in the plant site.

20.4.1.6 Materials brought to the site shall not be removed from the site without the written consent of the Employer. The Contractor shall submit well in advance for approval of all samples, specimens as the Employer may demand from time to time. Any material brought to site and rejected by the Employer shall be removed by the Contractor from the site of work immediately.

20.4.1.7 The Employer may during the progress of work, order the removal of part or whole of the work executed, found not in accordance with the approved drawings / specifications / written instructions. No extra claims shall be entertained for removal & re-execution of such work.

20.4.1.8 No work shall be covered up or put out of view without the clearance of the Employer. In the event of failing to do so, the Contractor shall uncover any part of the work or make openings in or through the works as the Employer may direct and they shall be made good with materials approved by the Employer and should match with workmanship of the surrounding work.

20.4.1.9 The Contractor shall provide sufficient strong and stable stagings so as to ensure safety of the labour & structures.

20.4.1.10 The Contractor shall dismantle and remove the stagings and other temporary facilities like stores, offices, labour camp, etc., on completion of work, clear and clean the site where such temporary facilities were built and restore the same to original condition.

20.4.1.11 After completion of work, the Contractor shall carry out micro levelling of the site within battery limit ensuring proper grades and slopes to achieve efficient drainage of the site.



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The Contractor shall remove all debris, surplus earth, etc., and dump the same at place(s) as directed by the Employer within a distance of 10 km from the site.

20.4.1.12

- a) The cost of testing of concrete and any other material, shall be borne by the Contractor.
- b) The Contractor shall install its own testing facilities at site for testing of construction materials like cement, aggregates, concrete cubes, soil etc. and this shall be read in conjunction with the contract technical specification.
- c) Testing shall be carried out by the Contractor in the presence of Employer's representative. However, the Contractor shall arrange for such testing, in case of exigencies on the Employer's instructions, at any other testing laboratory as approved by the Employer without any extra cost to the Employer. All test results shall be submitted by the Contractor to the Employer for his approval.
- d) Any special measures or techniques which may be necessary for construction of structures, e.g., dewatering, sheet piling, diaphragm walls, well sinking, well point system, continuous pouring of concrete, etc., shall be deemed to have been taken into account by the Contractor and no extra claim, whatsoever, shall be entertained and this shall be read in conjunction with the contract technical specification.

20.4.1.13 In respect of any portion of works which is to be embedded or covered up by other works, the Contractor shall submit them to Employer for technical inspection and have the necessary clearance certificates duly signed by the Employer and Contractor before letting such portion to be embedded or covered.

20.4.1.14 Wherever works are to be carried out in proximity or within existing facilities, Contractor may have to adopt special methodology of construction suited to prevailing conditions. The Contractor shall make necessary schemes in advance and finalise the same with the approval of the Engineer.

20.4.2 Construction Water

20.4.2.1 Construction & Drinking water shall be arranged by the contractor at their own cost. The Contractor shall make its own arrangements to lay and maintain necessary distribution lines, valves, etc., at its own cost. The contractor shall also supply drinking water to Employer during job execution at site.

20.4.2.2 The Contractor shall be responsible to store water in sufficient quantities to meet its requirements and ensure that there is no wastage of water. Quantum of supply will depend on availability and no claim for shortfall shall be allowed by the Employer.

20.4.3 Construction Power

20.4.3.1 The contractor at their own cost will supply, 415 V, 3-Phase four wire AC power in bulk at one point within 300 meters of battery limit, for construction & erection. The Contractor shall make its own arrangements to lay and maintain necessary distribution lines and wiring



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at its own cost. Electrical power for fabrication work, if any, envisaged at site shall be supplied, metered and charged at the rate prevailing from time to time. This shall be read in conjunction with contract technical specification

20.4.3.2 The Contractor shall ensure that the electrical equipment employed by the Contractor will be such that the aggregate power factor does not fall below 0.8 at the Employer's terminal point.

20.4.3.3 The electrical installations for construction power shall conform to Indian Electricity Rules.

20.4.3.4 The Contractor will employ Electricians having valid Electrical Licence for carrying out the installations as well as for maintenance.

20.4.3.5 The Contractor shall be responsible for all damages, losses, etc., if it is due to the Contractors negligence, improper installation, operation and/ or maintenance of Contractors part of installations.

20.4.4 Structural Load Test

The Contractor shall carry out structural load test on any part of the building / structure at its own cost if such structural load test is warranted due to unsatisfactory test results of concrete cubes and if so directed by the Employer.

However, the tests, if required will be as specified in Contract Technical Specification/ GTS.

20.4.5 Royalties for the Construction Materials

20.4.5.1 Royalties for the construction materials, e.g., sand, stone aggregates, boulders, moorum etc. as prescribed from time to time by the State Government shall be recovered from the bills of the Contractor and paid to the State Government by the Employer if there is a demand from statutory authorities in this regard. The Contractor shall submit necessary documentary evidence that the Contractor has paid the royalties directly to the statutory authorities at source.

20.4.6 Explosives

20.4.6.1 Deleted

21. Procurement

21.1 Equipment, Structures, Refractories, etc.

21.1.1 The Contractor shall not carry out fabrication work at Employer's site without necessary prior approval from the Employer.

21.2 Deleted

21.3 Packing



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21.3.1 The Contractor shall include and provide for securely protecting and packing the materials so as to avoid loss or damage during handling & transport by air, sea, rail and road.

21.3.2 All packing cases, packing and other similar materials shall be new and supplied free by the Contractor and same will not be returned.

21.3.3 Notwithstanding anything stated in this clause, the Contractor shall be entirely responsible for loss, damage or depreciation or deterioration to the materials & supplies due to faulty and / or insecure packing.

21.4 Transportation and Communication

21.4.1 The Contractor shall be entitled to select any safe mode of transport operated by any person to carry the Equipment, Structures, Refractories, Spares, Tools & Tackles, First fill of Lubricants, etc.

21.4.2 The contractor has to deploy two nos. of Electric MUV vehicle of suitable make (Make-BYD/ MG/ KM/ HM/ TM) with the approval of EIC for transportation, supervision, inspection & monitoring of the SITC & O&M works at the site area 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. Alternately, during SITC period only, the contractor may deploy fuel operated MUV vehicle fitted with certified Spark arrestor for the purpose with average running kilometer of 3000 kms per month basis per each vehicle including cost of fuel, maintenance, driver costs etc. inclusive of all cost. In case the contractor does not provide the vehicle the employer will engage the other similar vehicle and the actual expense incurred will be recovered from their due payments or Rs. 2500/- per day will be recovered.

21.4.3 The successful Tenderer shall provide two sets of latest model, duly activated Mobile Phones or as specified in TIS, to the Employer for use of Employer's representatives to remain in contact with the work site, construction yards of the successful Tenderer. This service shall be made available within 14 days of receipt of Notification of Award. The amount of Monthly liability in normal circumstances shall not exceed Rs.1000/- per phone or as specified in TIS. The handset etc., shall be returned not later than 14 days from the date of release of Performance Guarantee in as is where is condition.

21.5 The Contractor shall be responsible for obtaining, if necessary, approvals from the authorities for transportation of the Plant and Equipment. The Employer shall use its best endeavors in a timely and expeditious manner to assist the Contractor in obtaining such approvals, if requested by the Contractor. The Contractor shall indemnify and hold harmless the Employer from and against any claim for damage to roads, bridges or any other traffic facilities that may be caused by the transport of the Plant and Equipment to the Site.

21.6 Deleted

21.7 Processing/ Assembly



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21.7.1 Deleted

21.7.2 Some equipment/components under this Contract included in the scope of Indian Contractor (for which prices are quoted in Indian Rupees) as listed in Annexure hereto may be required by other Indian Consortium Member for further processing/assembly. These equipment/components shall be directly dispatched by the concerned Contractor to the other Consortium Member. The Consortium Member receiving the equipment/components for further processing/assembly, shall avail Input Tax Credit benefit on account of GST on such equipment/components and shall include the cost of such equipment/components in assessable value for payment of GST and provide necessary documents so as to enable Employer to avail Input Tax Credit benefit on total assembly including the said equipment/components. GST shall be reimbursed on actual against documentary evidence to be produced by the Contractor, subject to a ceiling indicated in Price schedule given in Appendix-1. All taxes and duties shall be included in the Contract Price quoted. Employer shall have no additional liability whatsoever including taxes and duties. Payment shall be released to the Contractors only after receipt of material at Employer's site.

21.7.3 Any item/ part of the existing equipment required to be taken out of plant premises for job work shall be issued to the Contractor on submission of Bank Guarantee for equal value of the item/ part. The value of the item of the part shall be indicated by Employer. The Bank Guarantee shall be issued and payable at Place, where site is located and shall be kept initially valid for a suitable period to be mutually agreed. However, in case value of such items is less than 20% of the respective Performance Bank Guarantee, no additional Bank Guarantee is required to be submitted and the materials can be taken out against Indemnity Bond.

21.7.4 After job work, the items/ parts shall be returned immediately but not later than one year from the date of removal. The scrap if any, generated during job work shall be the property of the Contractor. The Contractor shall be required to submit the documentary evidence in support of payment of GST on the scrap generated, if any, during job work. The relevant portion of GST shall be applicable.

22. Installation

22.1 Setting out

22.1.1 Bench Mark: The Contractor shall be responsible for the true and proper setting-out of the Facilities periodically in relation to bench marks, reference marks, check lines and levels provided to it in writing by or on behalf of the Employer.

22.2 Contractor's Supervision: The Contractor shall give or provide all necessary superintendence during the installation of the Facilities, and the Contractor's Representative(s) shall be constantly on the Site to provide full-time superintendence of the installation. The Contractor shall provide and employ only technical personnel who are skilled and experienced in their respective discipline and supervisory staff who are competent to adequately supervise the work at hand.



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22.3 Labour

22.3.1 The Contractor shall provide and employ on the Site in the installation of the Facilities such skilled, semi-skilled and unskilled labour as is necessary for the proper and timely execution of the Contract.

22.3.2 The Contractor shall at all times during the progress of the Contract use its best endeavours to prevent any unlawful, riotous or disorderly conduct or behaviour by or amongst its employees & labour and labour of its Sub-Contractors / Vendors.

22.3.3 Labour Rules

22.3.3.1 In respect of all labour directly or indirectly employed on the works by the Contractor, the Contractor shall comply with and implement all the Provisions of the Contract Labour (Regulation and Abolition) Act 1970, or any amendment thereof, and all legislations and Rules of the State and / or Central Government or other local authority formed from time to time governing the protection of health, sanitary arrangements, wages, welfare and safety of labour employed on the works and the Contractor shall be deemed to the Principal Employer for this purpose. The rules and other statutory obligations with regard to fair wages, welfare and safety measures, maintenance of register, etc., will be deemed to be part of the Contract. The Contractor will get itself registered with the concerned statutory authorities as provided in the Act and shall be directly responsible of the authorities there under for compliance with the provisions thereof.

22.3.3.2 Reporting of Accidents

The Contractor shall be responsible for the safety of its own and its Sub-Contractors' workmen and employees. All accidents at site are to be immediately reported to the required authorities.

The Contractor shall be responsible for all such accidents attributable to their own employees, and workmen.

22.3.3.3 Preservation of Peace

The Contractor shall take requisite precautions and use its best endeavor to prevent riotous or unlawful behaviours by, or amongst his workmen and / or others employed on the works, by the Contractor its Sub-Contractors and for the preservation of peace and protection of the inhabitants and security of the property in the neighborhood of the works / site.

22.3.3.4 Use of Intoxicants

The use or sale of ardent spirits or other intoxicating beverages, upon the works or in any of the building, boarding houses, encampments or other tenements owned, occupied by or within the control of the Contractor or any of its employees or its Sub-Contractor is strictly forbidden and the Contractor shall secure strict compliance.

22.3.3.5 Observance by Sub-Contractors The Contractor shall also be responsible for the compliance of all the rules & regulations by his Sub-Contractor(s).

22.3.4 Contract Labour Rules



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22.3.4.1 The Contractor will get himself registered with the concerned statutory authorities as provided in the Act and shall be directly responsible to the authorities for compliance with the provisions thereof and DPA shall have no relation of Employer and Employee for contractual worker / labour.

22.3.4.2 The Contractor shall also maintain all records/register/return/cards such as:

- (a) Register of workmen employed by Contractor
- (b) Employment Card
- (c) Muster Roll
- (d) Register of wages-cum-muster roll
- (e) Submission of Return

22.3.5 Compliance with Statutory Laws and Other Regulations of Govt. / Local Authority

All statutory / labour rules of Govt./local authorities as applicable at the site shall be strictly followed by Contractor. Contractor shall indemnify Employer against any such implication.

The following Acts with latest amendment thereof shall be complied with by the Contractor:

- a) Employee Provident Fund & Misc. Provision Act, 1952
- b) Contract Labour Act (Regulation and Abolition Act, 1970
- c) Minimum Wages Act, 1948
- d) Payment of Wages Act, 1936
- e) Workmen Compensation Act, 1923
- f) Factories Act, 1948
- g) Apprenticeship Act, 1961
- h) Family Pension Act, 1952
- i) ESI Act
- j) Shops & Establishments Act
- k) Cess Act, 1996
- l) Any other statutory Act relevant to in this regard

22.3.6 Salient features of some major laws as per applicability to establishments engaged in building and other construction work

- (a) Workmen Compensation Act 1923:- The act provides for compensation in case of injury by accident arising out of and during the course of employment.



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(b) Payment of Gratuity Act 1972:- Gratuity is payable to an employee under the Act on satisfaction of certain conditions on separation if an employee has completed 5 years service or more on death at the rate of 15 days wages for every completed year of service. Act is applicable to all establishments employing 10 or more employees.

(c) Employees P.F and Miscellaneous Provision Act 1952:- The Act Provides for monthly contribution by the employer plus workers @ 12%/8.33%. the benefits payable under the Act are:

(i) Pension to family pension retirement or death, as the case may be. (ii) Deposit linked insurance on the death in harness of the worker, (iii) payment of P.F accumulation on retirement/death etc.

(d) Maternity Benefit Act 1951:- The Act provides for leave and some other benefits to workmen/ employees in case of confinement or miscarriage etc.

(e) Contract Labour (Regulation & Abolition) Act 1970:- The Act provides for certain welfare measures to be provided by the Contractor to contract labour and in case the Contractor fails to provide, the same are required to be provided, by the Principal Employer by Law. The Principal Employer is required to take Certificate of Registration and the Contractor is required to take license from the designated Officer. The Act is applicable to the establishments or Contractor of Principal Employer if they employ 20 or more contract labour.

(f) Minimum Wages Act 1948:- The Employer is supposed to pay not less than the Minimum Wages fixed by appropriate Government as per provisions of the Act if the employment is ascheduled employment Construction of Buildings, Roads, Runways are scheduled employment.

(g) Payment of Wages Act 1936:- It lays down as to by what date the wages are to be paid when it will be paid and what deductions can be made from the wages of the workers.

(h) Equal Remuneration Act 1979:- The Act provides for payment of equal wages for work of equal nature to Male and Female workers and for not making discrimination against Female employees in the matters of transfers, training and promotions etc.

(i) Payment of Bonus Act 1965:- The Act is applicable to all establishments employing 20 or more employees. The Act provides for payments of annual bonus subject to a minimum of 8.33% of wages and maximum of 20% of wages to employees drawing Rs.3500/- per month or less. The bonus to be paid to employees getting Rs.2500/- per month or above upto 3500/- per month shall be worked out by taking wages as Rs.2500/- per month only. The Act does not apply to certain establishments. The newly set-up establishments are exempted for five years in certain circumstances. Some of the State Governments have reduced the employment size from 20 to 10 for the purpose of applicability of this Act.

(j) Industrial Disputes Act 1947:- The Act lays down the machinery and procedure for resolution of industrial disputes, in what situations a strike or lockout becomes illegal and what are the requirements for laying off or retrenching the employees or closing down the establishment.



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(k) Industrial Employment's (Standing Orders) Act 1946:- It is applicable to all establishments employing 100 or more workmen (employment size reduced by some of the States and Central Government to 50). The provides for laying down rules governing the conditions of employment by the Employer on matters provided in the Act and get same certified by the designated Authority.

(l) Trade Unions Act 1926:- The Act lays down the procedure for registration of trade union of workmen and employers. The Trade Union registered under the Act have been certain immunities from civil and criminal liabilities.

(m) Child Labour (Prohibition & Regulation) Act 1986:- The Act prohibits employment of children below 14 years of age in certain occupations and processes and provides for regulation of employment of Children in all other occupations and processes. Employment of Child Labour is prohibited in Building and Construction Industry.

(n) Inter-State Migrant workmen's (Regulation of Employment & Conditions of Service) Act 1979:-

The Act is applicable to an establishment which employs 5 or more inter-state migrant workmen through an intermediary (who has recruited workmen in one state for employment in the establishment situated in another state). The Inter-State migrant workmen, in establishment to which this Act becomes applicable, are required to be provided certain facilities such as housing, medical aid, travelling expenses from home upon the establishment and back, etc.

(o) The Building and Other Construction workers (Regulation of Employment and Conditions of Service Act 1996 and the Cess Act of 1996:-

a. The contractor shall be registered under the building and other constructions workers (Regulation of Employment and conditions of Service) Act 1996

b. In the payment terms "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.

c. In the clause of performance Guarantee stating that "The documentary evidence 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 on final bill shall be submitted before releasing the performance Guarantee

(p) Factories Act 1948:- The Act lays down the procedure for approval at plans before setting up a factory, health and safety provisions, welfare provisions, working hours, annual earned leave and rendering information regarding accidents or dangerous occurrence to designated authorities. It is applicable to premises employing 10 persons or more with aid of power or 20 more persons without the aid of power engaged in manufacturing process.

22.4 Contractor's Equipment



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22.4.1 The Contractor shall mobilise all construction equipment, tools, tackles & consumables to ensure timely completion of work and quality of workmanship. On request, the Employer may provide the Contractor any special handling / construction equipment needed in the interest of work subject to availability and on payment of hire charges and other conditions of Employer.

22.5 Site Regulations and Safety

22.5.1 The Contractor shall comply with the Site regulations, during the execution of the Contract at the Site, as given under the Chapter “Safety in Contract Works” (IPSS in Steel Industry).

22.5.2 The employees /labour of the Contractor / Sub-Contractor and Equipment brought to Site shall be subject to gate pass to be issued by Security Department or the respective Department.

22.5.2.1 Preparation of gate pass normally takes around 10 days time. The Contractor shall plan their programme in advance accordingly.

22.5.2.2 Employer shall have the right to refuse the gate pass to any workers/representatives without assigning any reason. The contractor shall ensure that gate pass issued to their workers/ representatives/ Sub-contractors are not misused. All representatives/ workers of the Contractors/ Sub-Contractors shall possess admit pass.

22.6 Erection

22.6.1 The Contractor shall provide all temporary ladders; scaffolding materials; platforms, supports and other necessary facilities required for handling, erection, testing and visual inspection of supplies at the point of installation and shall also provide necessary packing plates, wedges, shims, levelling screws etc., required for erection of equipment and structures.

22.6.2 The Contractor shall return to the Employer all crates, packing cases and packing materials and all returnable supplies at a place and manner designated by the Employer within 10 Km from the battery limit.

22.6.3 The Contractor shall provide erection consumables like oxygen and acetylene gas, welding rods, solder lugs, oil, grease, kerosene, cotton waste, etc., required for erection of plant equipment and steel structures.

22.6.4 The Contractor shall construct and maintain its own site offices and stores as required for the work and arrange for maintaining in neat manner of the area placed at the Contractor's disposal. The temporary allotment of land for the purpose of site office, stores and temporary works for execution of Contract, shall be on the following terms:

22.6.4.1 Land will be allotted on chargeable basis for the purpose of site office & stores.

22.6.4.2 The allotment shall remain valid till the period of Contract and shall automatically cease after expiry of the Defect Liability period of the Contract. The validity shall also automatically cease on termination of Contract due to any reason whatsoever.



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22.6.4.3 On completion of the work and expiry of the Defect Liability period, the Contractor shall remove all structures built by the Contractor and restore the land to its original condition.

22.6.5 The Contractor shall provide sufficient fencing, notice boards and lights to protect and warn others as may be considered necessary by the Employer.

22.6.6 All guarantees and test certificates obtained by the Contractor during the execution of work shall be transferred to the Employer before issue of Preliminary Acceptance Certificate.

22.6.7 The Equipment and structures will be erected by contractors as per the instructions of equipment suppliers and the contractor shall use to the maximum extent, pre-assembly and mechanization in order to fulfill the erection and construction targets.

22.6.8 The Contractor shall be responsible for protection and / or diversion of underground and all existing overground services, wherever required and / or diversion of the underground services which are indicated in the drawing made available to the Contractor. In case there are underground services which need to be protected and / or diverted but are not shown in the drawing, the Contractor shall be responsible to execute the same at extra price, if any, to be mutually agreed between Contractor & Employer.

22.7 Emergency Work

If, by reason of an emergency arising in connection with and during the execution of the Contract, any protective or remedial work is necessary as a matter of urgency to prevent damage to the Facilities, the Contractor shall immediately carry out such work. If the Contractor is unable or unwilling to do such work immediately, the Employer may do or cause such work to be done as the Employer may determine that it is necessary in order to prevent damage to the Facilities.

In such event the Employer shall, as soon as practicable after the occurrence of any such emergency, notify the Contractor in writing of such emergency, the work done and the reasons there for. If the work done or caused to be done by the Employer is work that the Contractor was liable to do at its own expense under the Contract, the reasonable costs incurred by the Employer in connection therewith shall be paid by the Contractor to the Employer. Otherwise, the cost of such remedial work shall be borne by the Employer.

22.8 Site Clearance

22.8.1 In the course of carrying out the Contract, the Contractor shall keep the Site reasonably free from all unnecessary obstruction, store or remove any surplus materials, clear away any wreckage, rubbish or temporary works from the Site, and remove any Contractor's Equipment no longer required for execution of the Contract.

22.8.2 After Completion of all parts of the Facilities, the Contractor shall clear away and remove all wreckage, rubbish, debris and surplus material of any kind from the Site, and shall leave the Site and Facilities clean and safe.



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22.9 Lighting, Fencing and Watching The Contractor shall provide and maintain at its own expense all lighting, fencing, and watching when and where necessary within battery limit for the proper execution and the protection of the Facilities and for the safety of the public.

22.10 Work at Night and on Holidays

As and when the Engineer considers it necessary to carry out work on extended hours / three shift basis or on Public Holidays so as to meet the Time for Completion and request the Contractor to carry out work on extended hours / three shifts or on Public Holidays, the Contractor shall carry out the work accordingly to meet the Time of Completion.

23. Test and Inspection

23.1 After finalization of Billing schedule, the equipment/ items to be inspected shall be identified jointly by Shop, Project of Employer. Inspection of all such items shall be carried out at manufacturers' sites as per approved QAP. For rest of the equipment / items, dispatch clearance shall be issued by the "Engineer" after receipt of test guarantee certificates/internal inspection report from the Contractor or its sub contractors / manufacturer.

23.1.1 The Contractor shall at its own expense carry out at the place of manufacture and / or on the Site all such tests and / or inspections of the Plant and Equipment and any part of the Facilities as are specified in the Contract or as per approved QAP.

23.2 The Engineer or his designated representative(s) shall be entitled to attend the aforesaid test and / or inspection, provided that the Employer shall bear costs and expenses incurred in connection with such attendance including, but not limited to, all travelling and board and lodging expenses.

23.3 Whenever the Contractor is ready to carry out any such test and / or inspection, the Contractor shall give a fourteen (14) days advance notice of such test and / or inspection and of the place and time thereof to the Engineer along with relevant test certificates. The Contractor shall obtain from any relevant third party or manufacturer any necessary permission or consent to enable the Engineer or his designated representative(s) to attend the test and / or inspection.

23.4 The Contractor shall provide the Engineer with a certified report of the results of any such test and / or inspection.

If the Engineer or his designated representative(s) fails to attend the test and / or inspection within 14 days, or if it is agreed between the parties that such persons shall not do so, then the Contractor may proceed with the test and / or inspection in the absence of such persons, and will provide the Engineer with a certified report of the results thereof, based on which the employer will issue the dispatch clearance.

23.5 If any Plant and Equipment or any part of the Facilities fails to pass any test and / or inspection, the Contractor shall either rectify or replace such Plant and Equipment or part of the Facilities and shall repeat the test and / or inspection upon giving a notice under **Sub Clause 23.3** hereof.



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23.6 The Contractor shall afford the Engineer, at the Employer's expense, access at any reasonable time to any place where the Plant and Equipment are being manufactured or the Facilities are being installed to inspect the progress and the manner of manufacture or installation, provided that the Engineer shall give the Contractor a reasonable prior notice.

23.7 No equipment/material shall be dispatched without inspection as per approved quality assurance plan (QAP) unless waived/ dispatch clearance issued by the Employer. Inspection may be carried out by Employer's authorized representative/third party agency (to be appointed by Employer). Inspection certificates/despatch clearance so issued shall form the part of valid documents for claiming progress payments by the Contractor.

23.8 The execution of a test and / or inspection of Plant and Equipment or any part of the Facilities, or the attendance by the Employer or the Engineer, or the issue of any test certificate or waiver certificate pursuant to Sub-Clause **23.4** hereof, shall not relieve the Contractor from any of its responsibilities under the Contract.

24. Preliminary Acceptance

24.1 On completion of erection of the Facilities by the Contractor, trial runs for individual equipment / units shall be conducted by the Contractor to prove that the Facilities have been supplied and erected as per Contract and after erection, Facilities are fit for start up and commissioning.

Trial runs shall be so designed to conduct the systematic check of the components and of the functional operation thereof. Trial runs shall comprise idle, no-load and part-load trial runs, as applicable.

Trial runs shall be conducted by the Contractor under its sole responsibility and employing its own personnel. The Employer's supervisory personnel and skilled operating personnel shall, however, witness the trial runs.

On successful completion of trial runs and liquidation of the defects and / or deficiencies, indicated / listed by the Employer to the Contractor during trial runs (except minor defects and / or deficiencies which in the opinion of the Employer will not affect the operation, safety & commissioning of the Facilities), the Contractor shall so notify the Employer in writing for conducting integrated trial runs.

24.2 Deleted

24.3 As mutually agreed between the Contractor and the Employer, the Contractor shall conduct Pre-Commissioning including integrated trial runs of the Facilities, in preparation for Commissioning. Further, during the commissioning all the required initial fills, lubricants, diesel and other necessary consumables etc to be borne by the contractor at free of cost.

24.3.1 In case of Facilities involving operation at high temperature, trial runs on individual equipment / units and integrated trial runs shall be conducted in cold condition.

24.4 As soon as all works in respect of integrated Pre-Commissioning are completed and the Facilities are ready for Commissioning, the Contractor shall so notify the Engineer in writing.



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This Clause shall be read in conjunction with Contract Technical Specifications

24.5 The Engineer shall, within seven (7) days after receipt of the Contractor's notice either issue a Preliminary Acceptance Certificate (PAC) stating that the Facilities are fit for start-up and commissioning, as at the date of the Contractor's notice or notify the Contractor in writing of any defects and / or deficiencies.

If the Engineer notifies the Contractor of any defects and / or deficiencies, the Contractor shall then correct such defects and / or deficiencies, and shall repeat the procedure described in **Sub-Clause 24.4** hereof.

If the Engineer is satisfied that the defects and / or deficiencies, indicated / listed by the Employer to the Contractor have been liquidated and the Facilities are fit for start-up and commissioning, the Engineer shall, within seven (7) days after receipt of the Contractor's notice, issue a Preliminary Acceptance Certificate stating that the Facilities are fit for start-up and commissioning, as at the date of the Contractor's repeated notice.

If the Engineer is not so satisfied, then the Employer shall notify the Contractor in writing of any defects and / or deficiencies within seven (7) days after receipt of the Contractor's repeated notice, and the above procedure shall be repeated.

Pending minor defects/ deficiencies, which will not affect start up and Commissioning, PAC will be issued by the Employer.

24.6 As soon as possible, after issue of Preliminary Acceptance Certificate, the Contractor shall complete outstanding defects and / or deficiencies, if any, so that the Facilities are fully in accordance with the requirements of the Contract, failing which the Employer will subject to GCC Clause 24.5, undertake such completion and deduct the costs thereof from any money owing to the Contractor.

25. Commissioning

25.1 After the issue of Preliminary Acceptance Certificates, the Contractor shall start-up and commission the Facilities in accordance with provisions and terms of Contract Technical specification. The Employer shall provide the operating and maintenance personnel and all raw materials, utilities & services required for commissioning. The contractor shall supply the commissioning spares and oil, grease, lubricants & chemical etc. required for commissioning as per **Clause 7.4.2 & 7.4.4** hereof.

25.2 The Contractor shall conduct commissioning test as specified in Contract Technical Specifications and wherever applicable establish guaranteed capacity for a continuous period of 8 hours or as per the design requirements.

25.3 The Commissioning Certificate shall be issued by the Employer subject to the following:

a) Commissioning test as per sub-clause 25.2 has been successfully completed and the guaranteed capacity and other parameters related to commissioning are as per Contract Technical Specifications.



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b) The Contractor to the satisfaction of the Employer, has met all the objections / observations, if any, contained in the Preliminary Acceptance Certificate.

c) Upon fulfilment of above condition, the Contractor will apply to the Employer to issue the Commissioning Certificate. Within 7 days of receipt of Contractor's application, Employer will issue the Commissioning Certificate.

25.4 Deleted

26. Taking Over

26.1 Taking over of the Plant will be carried out from the **date of Commissioning mentioned in the Commissioning Certificate**. After the taking over, the Employer shall provide consumables and shall be responsible for the care & custody of the Facilities together with the risk of loss or damage thereto.

26.2 The Employer shall have the right to take possession or use any completed or partially completed work. Such possession or use shall not be deemed to be an acceptance of any work done not in accordance with the Contract. However, any damage to such work solely due to such provision or use shall be to the Employer's account.

However, priority will be given to the Contractor for conducting Commissioning over commercial production in order to adhere to the contractual Time for Completion.

27. Performance Guarantee Test

27.1 The Contractor shall guarantee that during the performance guarantee test, the Facilities and all parts thereof shall attain the performance guarantee parameters specified in Appendix-5 to the Contract Agreement, subject to and upon the conditions specified therein. Upon successful completion of Performance Guarantee Test as per Appendix-5, the Contractor shall apply to the Employer to issue the Performance Guarantee Certificate. Within 14 days after receipt of Contractor's application the Employer shall issue the Performance Guarantee Certificate.

27.2 If, for reasons attributable to the contractor the performance guarantee parameters specified in **Appendix-5** to the Contract Agreement, are not met either in whole or in part, the Contractor shall at its cost and expense make such changes, modifications and / or additions to the Facilities or any part thereof as may be necessary to meet performance guarantee parameters. The Contractor shall notify the Employer upon completion of the necessary changes, modifications and / or additions, and shall request the Employer to allow the Contractor to repeat the performance guarantee test so as to establish the performance guarantee parameters.

27.3 If, for reasons attributable to the contractor, the performance guarantee parameters specified in **Appendix-5** to the Contract Agreement are not attained either in whole or in part, after first campaign of performance guarantee test as per Sub-Clause 27.2 hereof, the Contractor shall at its own cost make good any deficiencies and the Contractor shall be



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allowed by the Employer to repeat the performance guarantee tests twice after first campaign of guarantee test and the Contractor must establish the performance guarantee parameters.

28. Final Acceptance

28.1 Final Acceptance shall occur in respect of the Facilities when:

- a) The performance guarantee tests have been successfully completed or the amount of Liquidated Damages along with applicable GST, if recoverable, has been recovered by the Employer from the Contractor.
- b) The Contractor has submitted all final drawings & documents for the respective Facilities in accordance with the provisions of this Contract as given in **Appendix-2**.
- c) The Contractor has fulfilled all the obligations under the Contract.

28.2 At any time after the events set out in Sub-Clause 28.1 hereof, have occurred, the Contractor may give a notice to the Engineer requesting for the issue of Final Acceptance Certificate (FAC) in respect of the Facilities specified in such notice as at the date of such notice.

28.3 The Engineer shall, within seven (7) days after receipt of the Contractor's notice, issue a Final Acceptance Certificate.

F. GUARANTEES AND LIABILITIES

29. Completion Time Guarantee

29.1 The Facilities will be commissioned in 15 months from the Effective Date of the Contract. "The Performance Bank Guarantee (BG) shall be submitted by the contractor within 30 days of signing of Contract".

29.2 Liquidated Damages due to Delay in "Completion of the Facilities"

29.2.1 If the Contractor fails to attain "Completion of the Facilities" as defined in **Clause 1** hereof, within the Time for Completion or any extension thereof under **Clause 42** hereof, due to reasons attributable to the Contractor, the Employer shall recover the amount of Liquidated Damages, by making deductions from the Contractor's account or by encashment of Contractor's Bank Guarantees at the rate of 0.5% of the Contract Price per week subject to maximum of 10% of the Contract Price.

30. Defect Liability

30.1 The Contractor shall maintain that the Facilities or any part thereof shall be free from defects in the design, engineering, materials and workmanship of the Plant and Equipment, Structures supplied for the work executed for twelve (12) months from the date of final completion of work



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30.2 The Contractor may, with the consent of the Employer and after submission of Bank Guarantee for the equivalent cost of Equipment, remove from the Site any Plant and Equipment or any part of the Facilities that are defective if the nature of the defect, and / or any damage to the Facilities caused by the defect, is such that repairs cannot be expeditiously carried out at the Site. However, in case value of such items is less than 20% of the respective performance bank guarantee, no additional bank guarantee is required to be submitted and the material can be taken out against indemnity bond. In case of defective parts not repairable at Site but become essential in the mean time for the commercial use of the plant, the Contractor shall replace at Site free of cost to the Employer, the defective parts, before the defective parts are removed from the Site.

30.3 If the repair, replacement or making good is of such a character that it may affect the efficiency of the Facilities or any part thereof, the Employer may give to the Contractor a notice requiring that tests of the defective part of the Facilities shall be made by the Contractor immediately upon completion of such remedial work, whereupon the Contractor shall carry out such tests.

If such part fails the tests, the Contractor shall carry out further repair, replacement or making good (as the case may be) until that part of the Facilities passes such tests. The tests shall be agreed upon by the Employer and the Contractor.

If the Contractor does not commence the rectification either by repair or replacement of such defects within 30 (thirty) days from the date of notice by the Employer or does not complete the rectification with reasonable diligence and within a reasonable time, the Employer may, at its option, rectify the defects at the Contractor's expense. The Employer shall, in such case, deduct from payment due to the Contractor the expenses incurred by the Employer for remedy of such defects without prejudice to the other rights of the Employer under the Contract.

30.4 If the Facilities or any part thereof cannot be used by reason of such defect and / or making good of such defect, the Defect Liability Period of the Facilities or such part, as the case may be, shall be extended by a period equal to the period during which the Facilities or such part cannot be used by the Employer because of any of the aforesaid reasons

30.5 In addition, the Contractor shall also provide an extended warranty for any such replaced or repaired component of the Facilities for the period of minimum 12 months but not more than 36 months cumulatively or as it may be stipulated in Contract Technical Specifications. Such obligation shall be in addition to the defect liability specified under Clause 30 hereof.

31. Patent Indemnity

31.1 The Contractor shall, subject to the Employer's compliance with Sub-Clause 31.2 hereof, indemnify and hold harmless the Employer and its employees and officers from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of whatsoever nature, including attorney's fees and expenses, which the Employer may suffer as a result of any infringement or alleged infringement of any



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patent, utility model, registered design, trademark, copyright or other intellectual property right registered or otherwise existing by reason of the installation of the Facilities by the Contractor.

Such indemnity shall not cover any use of the Facilities or any part thereof other than for the purpose indicated by or to be reasonably inferred from the Contract, any infringement resulting from the use of the Facilities or any part thereof, or any products produced thereby in association or combination with any other equipment, plant or materials not supplied by the Contractor, pursuant to the Contract Agreement.

31.2 If any proceedings are brought or any claim is made against the Employer arising out of the matters referred to in Sub-Clause 31.1 hereof, the Employer shall promptly give the Contractor a notice thereof, and the Contractor may at its own expense and in the Employer's name conduct such proceedings or claim and any negotiations for the settlement of any such proceedings or claim. If the Contractor fails to notify the Employer within twenty-eight (28) days after receipt of such notice that it intends to conduct any such proceedings or claim, then the Employer shall be free to conduct the same on its own behalf at the risk & cost of the Contractor.

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

31.3 The Employer shall indemnify and hold harmless the Contractor and its employees, officers from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of whatsoever nature, including attorney's fees and expenses, which the Contractor may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright or other intellectual property right registered or otherwise existing at the date of the Contract arising out of or in connection with any design, data, drawing, specification, or other documents or materials provided by the Employer.

32. Limitation of Liability

32.1 Except in case of criminal negligence or wilful misconduct,

a) The Contractor shall not be liable to the Employer, whether in Contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs and

b) the aggregate liability of the Contractor to the Employer, whether under the Contract, in tort or otherwise including the cost of repairing or replacing defective equipment, shall not exceed the 100% (Hundred percent) of the Contract Price, plus escalation if applicable as per Contract, provided that this limitation shall not apply to any obligation of the Contractor to indemnify the Employer with respect to copyright, patent infringement, workman compensation etc.

G. RISK DISTRIBUTION



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33. Transfer of Ownership

33.1 Deleted

33.2 The title of ownership and property for indigenous Equipment, Structures, Refractories, spares, tools & tackles, first fill of lubricants, etc. shall pass on to the Employer after the Contractors have effected the despatch of same to the Employer or the Contractors have effected the sale, in course of transit, as per GST Act/Rules and the Contractors have prepared necessary documentation for handing over the same to Employer's authorised representative.

33.3 The property of Equipment, Structures, spares, tools & tackles, first fill of lubricants, etc. issued to the Contractors under Bailee Agreement / Bond is vested with the Employer all the time till erection, commissioning and completion of Performance Guarantee Tests as per the terms and conditions of the Contract.

33.4 The transfer of title to ownership for the steel structural work (fabricated at site) including glazing & sheeting, civil construction work and refractory work under this Contract shall pass on to the Employer on its accretion and release of payment.

33.5 Notwithstanding the transfer of ownership of the Plant and Equipment, the responsibility for care and custody thereof together with the risk of loss or damage thereto shall remain with the Contractor pursuant to Clause 34 (Care of Facilities) hereof, until Commissioning of the Facilities in which such Equipment, Structures and Refractories are incorporated.

34. Care of Facilities

34.1 The Contractor shall be responsible for the care and custody of the Facilities or any part thereof until the date of commissioning and shall make good at its own cost any loss or damage that may occur to the Facilities or the relevant part thereof from any cause whatsoever during such period. The Contractor shall also be responsible for any loss or damage to the Facilities caused by the Contractor or its Sub-Contractors in the course of any work carried out, pursuant to **Clause 30** (Defect Liability) hereof. Notwithstanding the foregoing, the Contractor shall not be liable for any loss or damage to the Facilities or that part thereof caused by reason of any of the matters specified or referred to in paragraphs (a) & (b) of **Sub-Clause 34.2 & Sub-Clause 40.1** hereof.

34.2 Deleted.

34.3 With respect to any loss or damage caused to the Facilities or any part thereof by reason of any of the matters specified in **Sub-Clause 40.1** hereof, the provisions of Sub-Clause 40.3 hereof, shall apply.

34.4 The Contractor shall co-operate and share the Site with other contractors, public authorities, utilities, and the Employer between the dates given in the Schedule of other contractors. The Contractor shall as referred to in the Contract Data, also provide facilities and services for them as described in the Schedule. The employer may modify the schedule of other contractors and shall notify the contractor of any such modification.



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35. Loss of or Damage to Property; Accident or Injury to Workers; Indemnification

35.1 Subject to **Sub-Clause 35.2** hereof, the Contractor shall indemnify and hold harmless the Employer and its employees from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of whatsoever nature, including attorney's fees and expenses, in respect of the death or injury of any person or loss of or damage to any property (other than the Facilities whether accepted or not), arising in connection with the supply and installation of the Facilities and by reason of the negligence of the Contractor, or their employees, or agents, except any injury, death or property damage caused by the negligence of the Employer, its employees, or agents.

35.2 If any proceedings are brought or any claim is made against the Employer that might subject the Contractor to liability under **Sub-Clause 35.1** hereof, the Employer shall promptly give the Contractor a notice thereof and the Contractor may at its own expense and in the Employer's name conduct such proceedings or claim and any negotiations for the settlement of any such proceedings or claim.

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

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

36. Insurance

The contract shall provide in the joint names of the employer and the contractor, insurance cover from the start date to the end of guarantee period for the following events which are due to the contractor risk :

- a) loss of or damage to the works, plan and materials
- b) loss of or damage to equipment
- c) loss of or damage of property (except the works, plant, materials and equipment) in connection with contract, and
- d) personal injury or death

36.1 Policies and certificates for insurance shall be delivered by the contractor to the engineer in charge or his nominee before the commencement of work. All such insurances shall provide for compensation to be payable to the types and proportions of currencies required to be rectify the loss or damage incurred.

36.2 Alterations to the terms of insurance shall not be made without the approval of the engineer in charge or his nominee,



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36.3 All the materials shall stand insured from the time of arrival at site till commencement of erection against fire, pilferage, damage and against natural calamities for the value of 90% of each item.

36.4 During erection and till the work is completed and satisfactory taken over by the D.P.A after testing the materials shall stand covered by suitable erection insurance also for the value of 110% of the item. The charges for the insurance shall be borne by the Contractor.

37. Negligence

37.1 If the Contractor does not execute the Facilities in accordance with the time schedule stipulated in the **Appendix-2** of the Contract Agreement and shall neglect to execute the Facilities with due diligence or expedition or shall contravene the provisions of Contract, the Employer may give notice in writing to the Contractor to make good the failure, neglect or contravention complained of within such time as may be deemed reasonable by the Employer and in default of compliance with the said notice, the Employer without prejudice to its rights under **Clause 37.2** hereof, may rescind or cancel the Contract holding the Contractor fully liable for the damages that the Employer may sustain.

37.2 Should the Contractor fail to comply with such notice, the Employer shall have at its option the right to take the affected Facilities wholly or in part out of the Contractor's hands and may complete the Facilities, as envisaged in the Contract either departmentally or by awarding fresh Contract(s) to execute the same, at the risk and cost of the Contractor.

37.3 In such event the Employer shall be entitled to use all materials, construction equipment, tools, tackles and other things of the Contractor and the Employer shall also be entitled to retain and apply any sum which may otherwise be then due as per the Contract or any other Contract from the Employer to the Contractor as may be necessary for the payment of the cost of execution of such Facilities as aforesaid.

If the cost of executing the Facilities as aforesaid shall exceed the sum due to the Contractor, the Contractor shall make payment for the same within the specified period

38. Change in Laws and Regulations

38.1 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 KPT indemnified against any loss or claim arising out of contravention of the provisions of the above said enactments by the Contractor. The price



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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.

39. Force Majeure

39.1 "Force Majeure" shall mean any event beyond the control of the Employer or of the Contractor, as the case may be, and which is unavoidable notwithstanding the reasonable care of the party affected, and shall include, without limitation, the following:

- a) War, hostilities or warlike operations (whether a state of war be declared or not), invasion, act of foreign enemy and civil war.
- b) Rebellion, revolution, insurrection, mutiny, usurpation of civil or military government, conspiracy, riot, civil commotion and terrorist acts.
- c) Strike, sabotage, unlawful lockout, epidemics, quarantine and plague.
- d) Earthquake, fire, flood or cyclone, or other natural or physical disaster.
- e) Contamination by radio activity from any nuclear fuel, or from any nuclear waste radioactive toxic explosive;
- f) A cause due solely to the design of the Works, other than the Contractors design.
- g) Pressure Waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds;
- h) Loss or damage due to the use or occupation by Employer of any section or part of the Permanent Works except as may be provided for in the Contract.

39.2 If, at any time, during the continuance of this contract, the performance in whole or in the part by either party of any obligation under this contract, shall be prevented or delayed by reason of any war, hostility, acts of public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions or other acts of God, strikes and unlawful lockouts (hereinafter referred to as 'eventualities') then provided notice of the happening of any such eventuality is given by either party to the other within fifteen (15) days from the date of occurrence thereof, neither party shall be by reason of such eventuality be entitled to terminate this contract nor shall either party have any claim for damages against the other in respect of such non performance or delay in performance and work under this contract shall be resumed as soon as practicable after such eventuality has come to an end or ceased to exist, and the decision of the EMPLOYER as to whether there exists a situation of Force Majeure or not and / or whether the work has been so resumed shall be final and conclusive. The time of completion shall then be extended by a period equal to the period during which the eventuality was prevailing.

39.3 The party who has given such notice shall be excused from the performance or punctual performance of its obligations under the Contract for so long as the relevant event of Force Majeure continues and to the extent that such party's performance is prevented, hindered or



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delayed. The Time for Completion shall be extended in accordance with **Clause 42** (Extension of Time for Completion) hereof.

39.4 The party or parties affected by the event of Force Majeure shall use reasonable efforts to mitigate the effect thereof upon its or their performance of the Contract and to fulfill its or their obligations under the Contract, but without prejudice to either party's right to terminate the Contract under Sub-Clauses 39.6 and 40.5 hereof.

39.5 Any delay or non-performance by either party hereto caused by the occurrence of any event of Force Majeure shall not

a) Constitute a default or breach of the Contract

b) (subject to **Sub-Clauses 34.2, 40.3** and **40.4** hereof) give rise to any claim for damages or additional cost or expense occasioned thereby

if and to the extent that such delay or non-performance is caused by the occurrence of an event of Force Majeure.

39.6 If the performance of the Contract is substantially prevented, hindered or delayed for a period of more than ninety (90) days on account of Force Majeure during the currency of the Contract, the parties will develop a mutually satisfactory solution.

40. War Risks

40.1 "War Risks" shall mean any event specified in paragraphs (a) and (b) of Sub-Clause 39.1 hereof.

40.2 Notwithstanding anything contained in the Contract, the Contractor shall have no liability whatsoever for or with respect to

a) destruction of or damage to property of the Employer or any third party

b) injury or loss of life

if such destruction, damage, injury or loss of life is caused by any War Risks, and the Employer shall indemnify and hold the Contractor harmless from and against any and all claims, liabilities, actions, lawsuits, damages, costs, charges or expenses arising in consequence of or in connection with the same.

40.3 If the Facilities or any Equipment, Structures and Refractories shall sustain destruction or damage by reason of any War Risks, the Employer shall pay the Contractor for

a) Any part of the Facilities or the Equipment, Structures and Refractories so destroyed or damaged (to the extent not already paid for by the Employer) so far as may be required by the Employer, and as may be necessary for completion of the Facilities.

b) Replacing or making good any such destruction or damage to the Facilities or the Plant and Equipment or any part thereof.



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If the Employer does not require the Contractor to replace or make good any such destruction or damage to the Facilities, the Employer shall either request a change in accordance with **Clause 41** (Change in the Facilities) hereof, excluding the performance of that part of the Facilities thereby destroyed or damaged or, where the loss, destruction or damage affects a substantial part of the Facilities, shall terminate the Contract, pursuant to Sub-Clause 44.1 (Termination for Employer's Convenience) hereof.

40.4 Notwithstanding anything contained in the Contract, the Employer shall pay the Contractor for any increased costs or incidentals to the execution of the Contract that are in any way attributable to, consequent on, resulting from, or in any way connected with any War Risks, provided that the Contractor shall as soon as practicable notify the Employer in writing of any such increased cost.

40.5 If during the performance of the Contract any War Risks shall occur that financially or otherwise materially affect the execution of the Contract by the Contractor, the Contractor shall use its reasonable efforts to execute the Contract with due and proper consideration given to the safety of its personnel engaged in the work on the Facilities, provided, however, that if the execution of the work on the Facilities becomes impossible or is substantially prevented for a period of more than ninety (90) days on account of any War Risks, the parties will develop a mutually satisfactory solution.

40.6 Subsequent Legislation Void

G.1 CONTRACTOR'S RISKS

All risks of loss of or damage to physical property and of personal injury and death which arise during and in consequence of the performance of the Contract other than the excepted risks are the responsibility of the Contractor.

H. CHANGE IN CONTRACT ELEMENT

41. Change in the Facilities

41.1 The Employer shall have the right to propose/ consider contractor's proposal, and subsequently order the Contractor from time to time during the performance of the Contract to make any change, modification, addition or deletion to, in or from the Facilities (hereinafter called "Change"), provided that such Change falls within the general scope of the Facilities and does not constitute unrelated work and that it is technically practicable, taking into account both the state of advancement of the Facilities and the technical compatibility of Change envisaged with the nature of the Facilities as specified in the Contract.

41.2 Notwithstanding **Sub-Clauses 41.1** hereof, no change made necessary because of any default of the Contractor in the performance of its obligations under the Contract shall be deemed to be a Change, and such change shall not result in any adjustment of the Contract Price or the Time for Completion.

41.3 If the Employer proposes/ considers contractor's proposal for a Change pursuant to **Sub Clause 41.1** hereof, it shall send to the Contractor a "Request for Change Proposal,"



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requiring the Contractor to prepare and furnish to the Engineer as soon as reasonably practicable a "Change Proposal," which shall include the following:

- (a) Brief description of the Change
- (b) Effect on the Time for Completion
- (c) Estimated cost of the Change
- (d) Effect on Functional Guarantees (if any)
- (e) Effect on any other provisions of the Contract.

41.4 The pricing of any Change shall, as far as practicable, be calculated in accordance with the rates and prices included in the Contract. If such rates and prices are inequitable, the parties thereto shall agree on specific rates for the valuation of the Change.

41.5 Upon receipt of the Change Proposal, the Employer and the Contractor shall mutually agree upon all matters therein contained. Within fourteen (14) days after such agreement, the Employer shall, if it intends to proceed with the Change, issue the Contractor with a Change Order with the approval of competent authority.

41.5.1 If the Employer and the Contractor cannot reach agreement on the price for the Change, an equitable adjustment to the Time for Completion, or any other matters identified in the Change Proposal, the Employer may nevertheless instruct the Contractor to proceed with the Change by issue of a "Pending Agreement Change Order."

Upon receipt of a Pending Agreement Change Order, the Contractor shall immediately proceed with effecting the Changes covered by such Order. The parties shall thereafter attempt to reach agreement on the outstanding issues under the Change Proposal.

If the parties cannot reach agreement within one hundred & twenty (120) days from the date of issue of the Pending Agreement Change Order, then the matter may be referred to for the Conciliation / Arbitration as per **Clause 6** hereof.

41.5.2 If the Employer decides not to proceed with the Change for whatever reason, it shall, within the said period of fourteen (14) days, notify the Contractor accordingly.

42. Extension of Time for Completion

42.1 The Time(s) for Completion specified in the Appendix-2 of the Contract Agreement shall be extended if the Contractor has delayed or impeded in the performance of any of its obligations under the Contract by reason of any of the following:

- a) any Change in the Facilities as provided in **Clause 41** (Change in the Facilities) hereof
- b) Any occurrence of Force Majeure as provided in **Clause 39** (Force Majeure) hereof, or other occurrence of any of the matters specified or referred to in paragraphs (a) and (b) of **Sub-Clause 34.2** hereof
- c) Any suspension order given by the Employer under **Clause 43** (Suspension) hereof



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d) The default by the Employer under Clause 10 hereof, if proved to be cause for delay in completion of the Facilities by such period as shall be fair and reasonable in all the circumstances and as shall fairly reflect the delay or impediment sustained by the Contractor.

42.2 Except where otherwise specifically provided in the Contract, the Contractor shall submit to the Engineer a notice of a claim for an extension of the Time for Completion, together with particulars of the event or circumstance justifying such extension as soon as reasonably practicable after the commencement of such event or circumstance. As soon as reasonably practicable after receipt of such notice and supporting particulars of the claim, the Employer and the Contractor shall agree upon the period of such extension. In the event that the Contractor does not accept the Employer's estimate of a fair and reasonable time extension, the Contractor shall be entitled to refer the matter for Conciliation / Arbitration.

42.3 The Contractor shall at all times use its reasonable efforts to minimise any delay in the performance of its obligations under the Contract.

43. Suspension

43.1 The Employer may, by notice to the Contractor, order the Contractor to suspend performance of any or all of its obligations under the Contract. Such notice shall specify the obligation of which performance is to be suspended, the Effective Date of the suspension and the reasons therefor. The Contractor shall thereupon suspend performance of such obligation (except those obligations necessary for the care or preservation of the Facilities) until ordered in writing to resume such performance by the Engineer.

If, by virtue of a suspension order given by the Engineer, other than by reason of the Contractor's default or breach of the Contract, the Contractor's performance of any of its obligations is suspended for an aggregate period of more than ninety (90) days, then at any time thereafter and provided that at that time such performance is still suspended, the Contractor may give a notice to the Engineer requiring that the Employer shall, within thirty (30) days of receipt of the notice, order the resumption of such performance. If the Employer fails to do so within such period, the Contractor may, by a further notice to the Engineer, elect to treat the suspension as termination of the Contract under Sub-Clause 44.1 (Termination for Employer's Convenience).

43.2 If the Contractor's performance of its obligations is suspended pursuant to this Clause 43 hereof, then the Time for Completion shall be extended in accordance with Sub-Clause 42.1 hereof, and any and all additional costs or expenses incurred by the Contractor as a result of such suspension shall be paid by the Employer to the Contractor in addition to Contract Price on mutually agreed basis.

43.3 During the period of suspension, the Contractor shall not remove from Site any Equipment, any part of the Facilities or any Contractor's equipment, without the prior written consent of the Employer.

44. Termination

44.1 Termination for Employer's Convenience



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44.1.1 The Employer may at any time terminate the Contract for any reason by giving the Contractor a notice of termination that refers to **Clause 44.1** hereof.

44.1.2 Upon receipt of the notice of termination under **Sub-Clause 44.1.1** hereof, the Contractor shall either immediately or upon the date specified in the notice of termination

a) cease all further work, except for such work as the Employer may specify in the notice of termination for the sole purpose of protecting that part of the Facilities already executed, or any work required to leave the Site in a clean and safe condition

b) Terminate all contracts, except those to be assigned to the Employer pursuant to paragraph (d) (ii) below

c) Remove all Contractor's Equipment from the Site, repatriate the Contractor's and its personnel from the Site, remove from the Site any wreckage, rubbish and debris of any kind, and leave the whole of the Site in a clean and safe condition

d) In addition, the Contractor, subject to the payment specified in Sub-Clause 44.1.3 hereof, shall

(i) Deliver to the Employer the parts of the Facilities executed by the Contractor up to the date of termination

(ii) to the extent legally possible, assign to the Employer all right, title and benefit of the Contractor to the Facilities and to the Plant and Equipment as at the date of termination, and, as may be required by the Employer

(iii) Deliver to the Employer all drawings, specifications and other documents prepared by the Contractor as at the date of termination in connection with the Facilities.

44.1.3 In the event of the termination of the Contract under Sub-Clause 44.1.1 hereof, the Employer shall pay to the Contractor the Price, the properly attributable to the parts of the Facilities executed by the Contractor as of the date of termination. However, no consequential damages shall be payable by the Employer to the Contractor in the event of termination.

44.2 Termination for Contractor's Default

44.2.1 The Employer, without prejudice to any other rights or remedies it may possess, may terminate the Contract forthwith in the following circumstances by giving a notice of termination and its reasons therefor to the Contractor, referring to this **Sub-Clause 44.2** hereof:

a) if the Contractor becomes bankrupt or insolvent, has a receiving order issued against it, compounds with its creditors, or, if the Contractor is a corporation, a resolution is passed or order is made for its winding up (other than a voluntary liquidation for the purposes of amalgamation or reconstruction), a receiver is appointed over any part of its undertaking or assets, or if the Contractor takes or suffers any other analogous action in consequence of debt.



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b) if the Contractor assigns or transfers the Contract or any right or interest therein in violation of the provision of **Clause 45** (Assignment) hereof.

44.2.2 If the Contractor

a) has abandoned or repudiated the Contract

b) has without valid reason failed to commence work on the Facilities promptly or has suspended the progress of Contract performance for more than twenty-eight (28) days after receiving a written instruction from the Employer to proceed

c) persistently fails to execute the Contract in accordance with the Contract or persistently neglects to carry out its obligations under the Contract without just cause

d) refuses or is unable to provide sufficient materials, services or labour (adequate resources) to execute and complete the Facilities in the manner specified in the program furnished under **Clause 18** (Program of Performance) hereof, at rates of progress that give reasonable assurance to the Employer that the Contractor can attain Completion of the Facilities by the Time for Completion as per Clause 8 hereof then the Employer may, without prejudice to any other rights it may possess under the Contract, give a notice to the Contractor stating the nature of the default and requiring the Contractor to remedy the same. If the Contractor fails to remedy or to take steps to remedy the same within fourteen (14) days of its receipt of such notice, then the Employer may terminate the Contract forthwith by giving a notice of termination to the Contractor that refers to this **Sub-Clause 44.2** hereof.

44.2.3 Upon receipt of the notice of termination under Sub-Clauses 44.2.1 or 44.2.2 hereof, the Contractor shall, either immediately or upon such date as is specified in the notice of termination,

a) cease all further work, except for such work as the Employer may specify in the notice of termination for the sole purpose of protecting that part of the Facilities already executed, or any work required to leave the Site in a clean & safe condition

b) Terminate all contracts, except those to be assigned to the Employer pursuant to paragraph (d) below

c) Deliver to the Employer the parts of the Facilities executed by the Contractor up to the date of termination

d) to the extent legally possible, assign to the Employer all right, title and benefit of the Contractor to the Facilities and to the Plant and Equipment as at the date of termination, and, as may be required by the Employer.

e) deliver to the Employer all drawings, specifications and other documents prepared by the Contractor as at the date of termination in connection with the Facilities.

44.2.4 The Employer may enter upon the Site, expel the Contractor, and complete the Facilities itself or by employing any third party at the risk and cost of the Contractor. The Employer may, to the exclusion of any right of the Contractor over the same, take over and use any



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Contractor's Equipment owned by the Contractor and on the Site in connection with the Facilities for such reasonable period as the Employer considers expedient for the supply and installation of the Facilities.

Upon completion of the Facilities or at such earlier date as the Employer thinks appropriate, the Employer shall give notice to the Contractor that such Contractor's Equipment will be returned to the Contractor at or near the Site and shall return such Contractor's Equipment to the Contractor in accordance with such notice. The Contractor shall thereafter without delay and at its cost remove or arrange removal of the same from the Site.

44.2.5 Subject to **Sub-Clause 44.2.6** hereof, the Contractor shall be entitled to be paid the Price attributable to the Part of the Facilities executed as at the date of termination, and the costs, if any, incurred in protecting the Facilities and in leaving the Site in a clean and safe condition pursuant to paragraph (a) of **Sub-Clause 44.2.3** hereof and rent of the Contractor's equipment, if any, used by the Employer pursuant to **Clause 44.2.4** hereof. Any sums due to the Employer from the Contractor accruing prior to the date of termination shall be deducted from the amount to be paid to the Contractor under this Contract.

44.2.6 If the Employer completes the Facilities, the cost of completing the Facilities by the Employer shall be determined.

If the sum that the Contractor is entitled to be paid, pursuant to Sub-Clause 44.2.5 hereof, plus the reasonable costs incurred by the Employer in completing the Facilities, exceeds the Contract Price, the Contractor shall be liable for such excess. If such excess is greater than the sums due to the Contractor under **Sub-Clause 44.2.5** hereof, the Contractor shall pay the balance to the Employer, and if such excess is less than the sums due the Contractor under Sub-Clause 44.2.5 hereof, the Employer shall pay the balance to the Contractor. The Employer and Contractor shall agree, in writing, on the computation described above and the manner in which any sums shall be paid.

44.3 In this **Clause 44** hereof, the expression "Facilities executed" shall include all work executed, Installation Services provided, and all Equipment, Structures and Refractories, acquired (or subject to a legally binding obligation to purchase) by the Contractor and used or intended to be used for the purpose of the Facilities, up to and including the date of termination.

44.4 In this **Clause 44** hereof, in calculating any money due from the Employer to the Contractor, account shall be taken of any sum previously paid by the Employer to the Contractor under the Contract, including advance payment (if any) paid pursuant to **Clause 12** (Terms of Payment) hereof.

45. Assignment

45.1 The Contractor shall not, without the express prior written consent of the Employer assign to any third party the Contract or any part thereof, or any right, benefit, obligation or interest therein or there under, except that the Contractor shall be entitled to assign under the Contract.



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45.2 Should loan / financial agreement(s) require the Contractor to assign, by way of charge, any money due or to become due to it, to a bank / credit agency for the benefit of receiving payment by the Contractor under this Contract from such bank / credit agency, or if

Any partial assignment is necessary to be made to any insurer in terms of Insurance Policy approved by the Employer; the Employer may give consent in such cases.

46. Surplus Materials

46.1 Deleted

46.2 The Employer may, on written request from the Contractor, allow him to take back imported surplus materials not covered under the contract. However, if Employer has incurred expenses for surplus items towards customs, freight or any other account etc., the same shall be reimbursed by the Contractor in case of taking back of such items.

46.3 Scrap in any form whatsoever shall not be removed from project premises and shall be the property of the Employer. No credit will be given for scrap.

46.4 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 Nodal Officer or his nominee of such discoveries and carry out the Nodal Officer or his nominee's instructions for dealing with them.

47. General The Employer shall allow the Contractor to take out construction equipment, tools & tackles and instruments brought by the Contractor on draw back basis provided the contractor has carried out necessary documentation at the time of taking such items inside the Plant.

48. QUALITY CONTROL

48.1 Identity Defects

48.1.1 The Engineer / Nodal Officer or his nominee shall check the Contractor's work and notify the Contractor of any Defects that are found. Such checking shall not affect the Contractor's responsibilities. The Nodal Officer or his nominee may instruct the Contractor to search for a Defect and to uncover and test any work that the Nodal Officer or his nominee considers may have a Defect.

48.2 Tests

48.2.1 If the Engineer / Nodal Officer or his nominee instructs the Contractor to carry out a test not specified in the specification to check whether any work has a Defect and the test shows that it does the Contractor shall pay for the test and any samples. If there is no Defect the test shall be a Compensation Event.

48.3 Correction of Defects



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48.3.1 The Engineer / Nodal Officer or his nominee shall give notice to the Contractor of any Defects before the end of the Defects Liability 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.

48.3.2 Every time notice of a Defect is given the Contractor shall correct the notified Defect within the length of time specified by the Nodal Officer or his nominee's notice.

48.4 Uncorrected Defects

48.4.1 If the Contractor has not corrected a Defect within the time specified in the Nodal Officer or his nominee's notice the Nodal Officer or his nominee will assess the cost of having the Defect corrected, and the Contractor will pay this amount.

49. Compensation Events

49.1 The following mutually agreed Compensation Events unless they are caused by the Contractor would be applicable.

(a) The Employer does not give access to a part of the Site by the Site Possession Date stated in the Contract Data.

(b) The Employer modifies the schedule of other contractors in a way which affects the work of the contractor under the contract.

(c) The Nodal Officer or his nominee gives an instruction for dealing with an unforeseen condition, caused by the Employer, or additional work required for safety or other reasons.

(d) The effect on the Contractor of any of the Employer's Risks.

(e) Other Compensation Events listed in the Contract Data or mentioned in the contract.

Whenever any compensation event occurs, the contractor will notify the employer, within 14 days and provide a forecast cost of the compensation event.

49.2. If a Compensation Event would cause additional cost or would prevent the work being completed before the intended Completion Date, the Contract Price shall be increased and/or the intended Completion Date shall be extended. The Nodal Officer or his nominee shall decide whether and by how much the Contract Price shall be increased and whether and by how much the Intended Completion Date shall be extended.

49.3 As soon as information demonstrating the effect of each Compensation Event upon the Contractor's forecast has been provided by Contractor, it is to be assessed by the Nodal Officer or his nominee and the Contract Price shall be adjusted accordingly. If the Contractor's forecast is deemed unreasonable the Nodal officer or his nominee shall adjust the Contract Price based on Nodal Officer or his nominee's own forecast. The Nodal Officer or his nominee will assume that the Contractor will react competently and promptly to the event.

50. Cash flow forecasts.



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50.1 When the program is updated, the contractor is to provide the Nodal Officer or his nominee with an updated cash flow forecast.

51. Payment Certificates.

51.1 The contractors shall submit to the Nodal Officer or his nominee monthly statements of the estimated value of the work completed less the cumulative amount certified previously.

51.2 The Nodal Officer or his nominee shall check the Contractors' monthly statement within 14 days and certify the amount to be paid to the Contractor after taking into account any credit or debit for the month in question in respect of materials for the works in the relevant amount and under conditions set forth in sub clause 51(3) of the Contract Data (Secure Advance).

51.3 The value of work executed shall be determined by the Nodal Officer or his nominee.

51.4 The value of work executed shall comprise the value of quantities of the items in the Bill of quantities completed.

51.5 The Nodal Officer or his nominee may exclude any item certified in a previous certificate or reduce the proportion of any item previously certified in any certificate in the light of later information.

52. Final Account

52.1 The Contractor shall supply to the Nodal Officer or his nominee a detailed account of the total amount that the Contractor considers payable under the contract before the end of the Defects Liability period. The Nodal Officer or his nominee shall issue a defects liability certificate and certify any final payment that is due to the contractor within 60 days of receiving the contractor's account if it is correct and complete. If it is not, the Nodal Officer or his nominee shall issue within 15 days a schedule that states the scope of the corrections or additions that are necessary for the correction and certify payment of 50% of the undisputed amount to the contractor. If the final account is still unsatisfactory after it has been resubmitted the Nodal Officer or his nominee shall decide on the amount payable to the contractor and issue a payment certificate, within 60 days of receiving the contractor's revised account.

53. Operating and Maintenance Manuals

53.1 If "as built" Drawings and /or operating and maintenance manuals are required the contractor shall supply them by the dates stated in the Contract Data.

53.2 If the contractor does not supply the drawings and /or manuals by the dates stated in the contract data, or they do not receive the Nodal Officer or his nominees approval, the Nodal Officer or his nominee shall withhold the amount stated in the contract data from payments due to the contractor.

54. Delays Ordered by the Nodal Officer or his nominee



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The Nodal Officer or his nominee may instruct the contractor to delay the start or Progress of any activity within the works.

55. Management Meeting

55.1 Either the Nodal Officer or his nominee or the contractor may require the other to attend a management meeting. The business of a management meeting shall be to review the plans for remaining work and to deal with matters raised in accordance with the early warning procedure.

55.2 The Nodal Officer or his nominee shall record the business of management meetings and is to provide copies of his record to those attending the meeting and to the employer. The responsibility of the parties for actions to be taken is to be decided by the Nodal Officer or his nominee either at the management meeting or after the management meeting and stated in writing to all attended the meeting.

56. Early warning

56.1 The contractor is to warn the Nodal Officer or his nominee at the earliest opportunity of specific likely future events or circumstances that may adversely affect the quality of the work, increase the contract price or delay the execution of works. The Nodal Officer or his nominee may require the contractor to provide an estimate of the expected effect of the event or circumstances on the contract price and completion Date. The estimate is to be provided by the contractor as soon as reasonably possible.

56.2 The contractor shall cooperate with the Nodal Officer or his nominee in making and considering proposals for how the effect of such an event or circumstance can be avoided or reduced by anyone involved in the work and in carrying out any resulting instruction of the Nodal Officer or his nominee.

Note-

Contractor has to execute the contract (i.e., Supply, Installation, Testing and Commissioning) within 08 (Eight) months from the date of issuance of work order, including Sunday /Holidays and other closed / Public Holidays throughout the currency of the contract but excluding any hindrance due to port operation activities/ and any other reason directed by the Engineer-in-charge due to site unavailability.



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ANNEXURE-I

SPECIMEN BANK GUARANTEE PERFORMANCE GUARANTEE / SECURITY DEPOSIT

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

[The bank, as requested by the successful Tenderer, shall fill in this form in accordance with the instruction indicated]

In consideration of the Board of Deendayal Port Authority incorporated under 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, (its successors and assigns) having agreed to release stage payment to (hereinafter called the "contractor")

(Name of the contractor/s)

from the demand under the terms and condition of the contract, vide from the demand under the condition of the contract, vide _____'s letter No _____
(Name of the Department) 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 Lodgement of Government Promissory Loan Notes for the due fulfilment 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.

1. We, _____, do hereby (Name of Bank) (Name of Branch) 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 contractors 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.

2. We, _____, undertake to pay to the (Name of Bank and Branch) 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



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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 thereunder and the Contractor(s) shall have no claim against us for making such payment.

3. We, _____ further agree with the Board that the (Name of Bank and Branch) 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 be 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.

4. We, _____ further agree with the Board that the (Name of Bank and Branch) 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.

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

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

7. 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)."



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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



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ANNEXURE – IB

FORM OF EXTENSION OF BANK GUARANTEE

(On non-judicial stamp paper of value not less than Rs 300/-)

Ref. No. _____

Date: _____

To

Superintending Engineer

Deendayal Port Authority,

P&C Building, New Kandla,

Kutch – 370 210.

Sub: Extension of Bank Guarantee No. _____ dated _____ for Rs. _____ favouring yourselves, expiring on _____ on account of M/s. _____ in respect of Contract # _____ dated _____ (called original Bank Guarantee).

Dear Sirs,

At the request of M/s. _____, we _____ Bank Branch Office at _____ and having its head office at _____ do hereby extend our liability under the above mentioned Guarantee No. _____ dated _____ for a further period of _____ years/ Months from _____ to expire on _____.

Except as provided above, all other terms and conditions of the original Bank Guarantee No. _____ dated _____ shall remain unaltered and binding.

Please treat this as an integral part of the original guarantee to which it would be attached.

Yours faithfully,

For _____

Manager/Agent/Accountant

Power of Attorney No. _____

Dated : _____

SEAL OF BANK

NOTE: The non-judicial stamp papers of appropriate value be purchased in the name of the bank who has issued Bank Guarantee.



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ANNEXURE – II



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ANNEXURE – IIIA

PROFORMA FOR CUSTODY CUM INDEMNITY BOND

(To be used for materials to be issued free / or good / materials ownership of which passed on the Employer before construction / erection / testing / commissioning) (on Non-Judicial Stamp paper of appropriate value)

Proforma for custody-cum-Indemnity Bond for the work of -----

[Name and Address of Employer]

In consideration of the Deendayal Port Authority ----- (hereinafter called this Company) which expression shall unless repugnant to the subject or content include his successors and assigns having agreed under the terms and conditions of the Contract no ----- dated ----- made between ----- and the Company in connection with ----- to permit the Contractor to receive goods/materials (specify the quantity and name of the materials) of the contract rate of item for supply the value of Rs. ----- inter alia on production of Indemnity cum- custody bond. We do hereby undertake and agree to indemnify and keep indemnified the company from time to time to the extent of Rs. ----- (Rupees. ----- only) against any loss or damage, costs, charges and expenses caused to or suffered by the company by reason of the ----- failing to take proper care and custody of the goods/ materials and/ or failing to properly used in the job as per Contract and hand over the completed job in terms of the agreement aforesaid or not complying the instructions which may be given from time to time during the continuance of the agreement and we further undertake to unconditionally pay the amount claimed by the company on demand and without demur to the extent aforesaid.

We ----- hereby further undertake to use the said goods / materials in terms of the Contract aforesaid and further keep safely, preserve and maintain or caused to be kept safely preserved or maintained all plant machinery equipment and all materials for erection till the date of the preliminary acceptance thereof in terms of the agreement and any damage, breakage, loss during this period will be solely to our Account and we would make necessary arrangement proper replacement/repair as desired by the Company.

We ----- further agree that the company shall be sole judge of and as to whether there has been any breach of the terms and conditions of this bond and as to the extent of the loss, damage, costs, charges and expenses caused to or suffered by the Company.

We ----- further agree that our liability under this bond shall not be discharged because of the change in the constitution of the Company / or the extension of the time or for any indulgence by the Company granted to us.



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ANNEXURE – IIIB

DISPUTES REVIEW BOARD AGREEMENT

(To be executed on Rs300/- non-judicial Stamp Paper)

THIS AGREEMENT, made and entered into thisDay of20
..... Between (“The Employer/ Board”) and (“The contractor”), and the Disputes Review Board (“The D R Board”) consisting of one/three D R Board Members, (Members from either party, i.e. contractor and Employer/Board)

- a.....
b.....
c.

[Note: Delete whatever is not applicable]

WITNESSETH, that

WHEREAS, the Employer/Board and the contractor have contracted for the execution of
..... Project name).....

(The “contract”) and WHEREAS, the contract provides for the establishment and operation of the D R Board NOW THEREFORE, the parties hereto agree as follows:

1. The parties agree to the establishment and operation of the D R Board in accordance with this D R Board Agreement.
- 2 Expect for providing the services required hereunder, the D R Board Members should not give any advice to either party or to the Superintending Engineer (M) or his nominee concerning conduct of the works.

The D R Board Members:

- (a) Shall have no financial interest in any party to the contract or the Nodal Officer or his nominee, or a financial interest in the contract, except for payment for services on the D R Board.
- (b) Shall have had no previous employment by, or financial ties to, any party to the contract, or the Superintending Engineer (M) or his nominee, except for fee based consulting services on other projects, all of which must be disclosed prior to appointment to the D R Board.
- (c) Shall have disclosed in writing to the parties prior to signature of this Agreement any all recent or close professional or personal relationships with any director, officer, or employee of any party to the Superintending Engineer (M) or his nominee, and any and all prior involvement in the project to which the contract relates;
- (d) Shall not, while a D R Board Member be employed whether as a consultant or otherwise by either party to the contract, or the Nodal Officer or his nominee, except as a D R Board Member.



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(e) Shall not, while a D R Board Member, engage in discussion or make any agreement with any party to the contract, or with the Superintending Engineer (M) or his nominee, regarding employment whether as a consultant or otherwise either after the contract is completed or after services as a D R Board Members.

(f) Shall be and remain impartial and independent of the parties and shall disclose in writing to the Employer/Board, the contractor, the Nodal Officer or his nominee, and one another any fact or circumstances which might be such to cause either the Port or the contractor to question the continued existing of the impartiality and independence required of D R Board Members.

3. Except for its participation in the D R Board activities as provided in the contract and in this Agreement none of the Employer / Board, the contractor, the Superintending Engineer (M) or his nominee, and one another any fact or circumstances which might be such to cause either the

Employer/Board or the contractor to question the continued existence of the impartiality and independence required of D R Board Members.

4. The contractor shall:

a) Furnish to each D R Board Member one copy of all document which the D R Board may request including contract document, progress report, Variation orders, and other document, pertinent to the performance of the contract.

b) In co-operation with the Employer/Board, co-ordinate the site visits of the D R Board, including conference facilities and secretarial and copying services.

5. The D R Board shall serve throughout the operation of the contract. It shall begin operation following execution of this Agreement, and shall terminate its activities after issuance of the taking over certificate and the D R Board's issuance of its Recommendation on all disputes referred to it.

6. D R Board Member shall not assign or subcontract any of their work under this Agreement.

7. The D R Board Members are independent and not employees or agents of either the Employer/Board or the Contractor.

8. The D R Board Members are absolved of any personal or professional liability arising from the activities and the Recommendations of the D R Board.

9. Fees and expenses of the D R Board Member[s] shall be agreed to and shared equally by the Employer/Board and the Contractor. If the D R Board requires special services, such as accounting, data research and the like, both the parties must agree and cost shall be shared by them as mutual agreed.

10. DR Board's site visit:

a. The DR Board shall visit the site and meet with representative of the Employer/Both and the contractor and the Superintending Engineer (M) or his nominee at regular intervals, at times of



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critical construction events, and at the return request of either party. The timing of site filing agreement shall be fixed by the D R Board

b. Site meeting shall consist of an informal discussion of the status construction of the works followed by an inspection of the work, both attended by personal from the employer/Board, the contractor and the Superintending Engineer (M) or his nominee.

c. If request by either parties or the DR Board, the employer/Board will prepare minutes of the meeting and circulate them for comments of the parties and the Superintending Engineer (M) or his nominee.

11. Procedure for disputes referred to the D R Board:

a) If either party objects to any action or inaction of the other party or the Superintending Engineer (M) or his nominee, the objecting party may file a written Notice of Dispute to the other party with a copy to the Superintending Engineer (M) or his nominee starting that it is given pursuant to clause [number] and starting clearly and in detail the basis of the dispute.

b) The party receiving the Notice of Dispute will consider it and respond in writing within 7 days after receipt.

c) This response shall be final and conclusive on the subject, unless a written appeal to the response is filed with the responding party within 7 days of receiving the response. Both parties are encouraged to pursue the matter further to attempt to settle the dispute. When it appears that the dispute cannot be resolved without the assistance of the D R Board either party may refer the dispute to the D R Board by written Request for Recommendation to the Board, the other party & the Superintending Engineer (M) or his nominee starting that it is made pursuant to [insert relevant clause no.]

d) The Request for recommendation shall state clearly and detail the specific issues of the dispute to be considered by the D R Board.

e) When a dispute is referred to the D R Board, and the D R Board is satisfied that the dispute requires the D R Board's assistance, the D R Board shall decide when to conduct a hearing on dispute. The D R Board may request that written documentation and arguments from both parties be submitted to each D R Board Members before the hearing begins. The parties shall submit insofar as possible agreed statements of the relevant facts.

f) During the hearing, the contractor, the Employer/ Board, the Nodal Officer or his nominee shall each have ample opportunity to be head and to offer evidence. The D R Board's Recommendation for resolution of the dispute will be given in writing, to the Employer/ Board, the contractor and the Superintending Engineer (M) (Cons) or his nominee as soon as possible, and in any event not more than 28 days after the D R Board's final hearing on the dispute.

12. Conduct of Hearing:

a) Normally hearing will be conducted at the sites, but any location that would be more convenient and still provide all required facilities and access to necessary documentation may



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be utilized by the D R Board. Private sessions of the DR Board may be held at any location convenient to the D R Board.

b) The Employer/ Board, the Superintending Engineer (M) or his nominee and contractor shall have representatives at all hearing.

c) During the hearing, no D R Board Member shall express any opinion concerning the merit of any facet of the case.

d) After the hearing is concluded, the D R Board shall meet privately to formulate its Recommendation. All D R Board deliberation shall be conducted in private, with all individual views kept strictly confidential. The D R Board's Recommendations, together with an explanation of its reasoning shall be submitted in writing to both parties and t the Nodal Officer or his nominee. The pertinent contract provision, applicable laws and regulations, and the facts and circumstances involved in the dispute.

The D R Board shall make every effort to reach a unanimous Recommendation. If this proves impossible, the majority shall decide, and the dissenting member any prepare a written minority report for submission to both parties. [Notes: Delete if it is one member D R Board]

13. If during the contract period, the Employer/ Board and the contractor are of the opinion that the Disputes Review Board is not performing its function properly, the Employer/ Board and the contractor may together disbanded the Disputes Review Board. In such an event, the disputes shall referred to Arbitration straightaway.

The Employer/Board and the contractor shall jointly sing a notice specifying that the D R Board shall stand disbanded with effect from the date specified in the notice. The notice shall posted by a registered letter with AD or delivery of the letter, even if he refuses to do so.-



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ANNEXURE – IV

FORM OF PRELIMINARY ACCEPTANCE CERTIFICATE

(On letterhead paper of the port)

Ref No. : _____

Date: _____

To:

.....
.....
.....

[Name and address of Contractor]

Contract Agreement No: _____

[Name of the Facilities]

Dear Sirs,

Pursuant to Clause 24 (Preliminary Acceptance) of the General Conditions of the Contract entered into between yourselves and the Employer dated _____ [date], relating to the _____ [brief description of the facilities], we hereby notify you that the erection, testing & trial runs of the individual unit of the following part(s) of the Facilities was completed successfully on the date specified below. The Facilities are fit for start-up and commissioning. However, you shall liquidate all the outstanding defects and / or deficiencies and complete the balance items listed in the attachment hereto, as soon as possible, so that the Facilities are fully in accordance with the requirements of the Contract and commissioning activities of the Facilities can be started. Further, you shall be fully responsible for care and custody of the Facilities and the risk of loss thereof till the issue of commissioning certificate in terms of the Contract.

1. Description of the Facilities or part thereof: _____ **[description]**

2. Date of Completion of Trial runs: _____ **[date]**

This letter does not relieve you of your obligation to complete the execution, commissioning, establishment of performance guarantee parameters of the Facilities in accordance with the Contract nor of your obligations during the Defects Liability Period.

Yours faithfully,

Title



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ANNEXURE – V

FORM OF COMMISSIONING CERTIFICATE

(On letterhead paper of the port)

Ref No. : _____

Date : _____

To:

.....
.....
.....

[Name and address of Contractor]

Contract Agreement No: _____

[Name of the Facilities]

Dear Sirs,

Pursuant to Clause 25 (Commissioning of the Facilities) of the General Conditions of the Contract entered into between yourselves and the Employer dated _____ [date], relating to the _____ [brief description of the facilities], we hereby notify you that the following part(s) of the Facilities was (were) commissioned on the date specified below, and that, in accordance with the terms of the Contract, the Employer hereby takes over the said part(s) of the Facilities, together with the responsibility for care and custody and the risk of loss thereof but without prejudice to any of the rights of the Employer, on the date mentioned below.

1. Description of the Facilities or part thereof: _____ **[description]**

2. Date of Completion: _____ **[date]**

However, you are required to complete the outstanding items listed in the attachment hereto as soon as possible.

This letter does not relieve you of your obligation to complete the execution of the Facilities in accordance with the Contract nor of your obligations during the Defects Liability Period.

Yours faithfully,

Title



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ANNEXURE - VI

FORM OF PERFORMANCE GUARANTEE CERTIFICATE

(On letterhead paper of the port)

Ref No. : _____

Date : _____

To:

.....
.....
.....

[Name and address of Contractor]

Contract Agreement No : _____

[Name of the Facilities]

Dear Sirs,

Pursuant to Clause 27 (Performance Guarantee Tests of the Facilities) of the General Conditions of the Contract entered into between yourselves and the Employer dated _____ [date], relating to the _____ [brief description of the facilities], we hereby notify you that the Performance Guarantee Tests of the following part(s) of the Facilities was (were) carried out and Performance Guarantee Parameters were satisfactorily attained on the date specified below, and that, in accordance with the terms of the Contract.

1. Description of the Facilities or part thereof: _____ [description]

2. Date of Completion: _____ [date]

3. Performance Guarantee Parameters:

	<u>Description</u>	<u>Guaranteed</u>	<u>Achieved</u>
a)			
b)			

This letter does not relieve you of your obligation to complete the execution of the Facilities in accordance with the Contract nor of your obligations during the Defects Liability Period.

Yours faithfully,

Title



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ANNEXURE –VII

FORM OF FINAL ACCEPTANCE CERTIFICATE

(On letterhead paper of the port)

Ref No. : _____

Date: _____

To:

.....
.....
.....

[Name and address of Contractor]

Contract Agreement No: _____

[Name of the Facilities]

Dear Sirs,

Pursuant to **Clause 28** (Final Acceptance of the Facilities) of the General Conditions of the Contract entered into between yourselves and the Employer dated _____ [date], relating to the _____ [brief description of the facilities], we hereby notify you that the following part(s) of the Facilities was (were) completed satisfactorily including completion of Defects Liability Period of twelve months after commissioning, on the date specified below, and that, in accordance with the terms of the Contract.

1. Description of the Facilities or part thereof: _____ [description]

2. Date of Completion: _____ [date]

Yours faithfully,

Title



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ANNEXURE – VIII

FORM OF LETTER OF ACCEPTANCE

(On letterhead paper of the port)

_____(date)

To,

(Name and address of the contractor)

Dear Sirs,

Sub:

Tender no-----

Design, Supply, Installation, Testing & Commissioning of Fire-fighting system and associated facilities including Operation & Maintenance for a period of five years as per OISD-156 at Oil Jetty no. 08, Kandla, of Deendayal Port Authority

Ref: Your bid dated And [list the correspondence with the bidder]

This is to notify you that your bid dated _____ for execution of the _____ (name of the contract and identification number, as given in the instructions to bidders) for the contract price of rupees _____ (amount in words and figures as corrected and modified in accordance with the tender document is here by accepted by the employer/board)

You are hereby requested to furnish performance security, in the form detailed in tender document for an amount of Rs _____ within _____ days of the receipt of this letter of acceptance valid up to 28 days from the date of completion obligations expiry of taking over certificate subject to removal of defects period i.e. up to _____ and also sign the contract agreement within { } days of the receipt of this letter of acceptance, failing which action as stated in the tender document will be taken.

Detailed letter of acceptance will follow.

Please acknowledge receipt.

Yours faithfully

Authorized signature



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ANNEXURE – IX

ISSUE OF NOTICE TO PROCEED WITH THE WORKS

(Letter head of the Port)

Dated:

To

(Name and address of the contractors)

Dear Sirs,

Sub: Tender no.---

Design, Supply, Installation, Testing & Commissioning of Fire-fighting system and associated facilities including Operation & Maintenance for a period of five years as per OISD-156 at Oil Jetty no. 08, Kandla, of Deendayal Port Authority

Ref: Letter of acceptance no. dated

Pursuant to your furnishing the requisite security as stipulated in [clause 33 of Instruction to Tenderers of Tender document] and signing of the contract for execution of the contract, you are hereby instructed to precede with the execution of the said works in accordance with the contract documents. It is hereby notified that the [site] is being handed over to you for execution of work in accordance with the contract documents.

Yours faithfully,

(Signature, name and title of Signatory

authorized to sign on Behalf of employer/board)



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ANNEXURE – X

FORM OF CHANGE ORDER

(On letterhead paper of the port)

Ref No. : _____

Date: _____

To:

.....

.....

[Contractor's Name and Address]

Contract Agreement No: _____

[Name of the Facilities]

Dear Sirs,

We approve the Change Order for the work specified in the Change Proposal (No. [number]), and agree to adjust the Contract Price, Time for Completion and / or other conditions of the Contract in accordance with GCC Clause 41 of the General Conditions of Contract.

1. Title of Change: [name]

2. Change Request No. / Rev.: **[Request number/revision]**

3. Change Order No. / Rev.: **[Order number/revision]**

4. Originator of Change: Employer / Contractor: [name]

5. Authorized Price:

Ref. No.: **[number]**

Date: **[date]**

6. Adjustment of Time for Completion

None

Increase [number] days

Decrease [number] days

7. Other effects, if any

Authorised by: _____

Date: _____



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Title

(Employer)

Accepted by: _____

Date: _____

Title

(Contractor)



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Section -VII

SPECIAL CONDITIONS OF CONTRACT (SCC)



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SPECIAL CONDITIONS OF CONTRACT (SCC)

The following Special Conditions of Contract [SCC] shall supplement the General Conditions of Contract [GCC]. Whenever there is a conflict, the provisions herein shall prevail over those in the GCC. The corresponding clause number of the GCC is indicated in parentheses

A. GENERAL

1.0 Definitions – refer to GCC Clause 1

1.1 Employer Address:

Deendayal Port Authority,
P&C Building, New Kandla,
Kutch – 370 210.

1.1.a Contact Person

Superintending Engineer (M)

Mob. 7008451510/ 9377201085 /9825303781

E-mail: mechprojects.dpt@gmail.com, cmcdpt@gmail.com

1.2 Contractor

The following shall be furnished at the time of placement of order/ signing of contract.

M/s. _____ (Name and address)

Telephone No. _____

Facsimile No. _____

E-mail: _____

Other stipulations remain unchanged.

1.3 Deleted

2.0 Notices [GCC Clause 4]

2.1 Employer's Address for Notice purposes [Reference GCC Clause 4.1]

Refer SCC 1.1 for details as given herein above.

2.2 Contractor's Address for Notice purposes [Reference GCC Clause 4.1]

Refer SCC 1.2 for details as given herein above.

3.0 Deleted.



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4.1 Deleted

4.2 **Transportation by Roads** [Reference SCC Clause 1 hereof]

4.3 **Despatch of Documents for Transportation of Plant & Equipment including Technological structures, Structures, etc. by Wagon & Road** [Reference GCC Clause 21.4.5.1]

Documents to be sent to Employer at the address given in clause SCC 1.1 as given herein above

4.4 Deleted

4.5 **Executing authority and Paying Authority shall be informed to the Contractor at the time of award of work.**

5.0 Deleted

6.0 The Contactor shall use permanent pipe and clamps scaffolding for working at heights.

7.0 The above scope of work is only indicative, but not limited. However, the Contractor has to ensure completeness of the Fire-fighting Project in all aspects to the satisfaction of the Statutory requirements viz., OISD-156, PESO and Employer by following all the latest Amendments, Specifications, Codes and Standards.

8.0 It should be noted by the bidders that the information, size, specifications, & dimensions mentioned in this document are indicative only. As in Turnkey Contracts, the successful bidder shall workout detail drawings during detail engineering stage meeting the functional requirements & relevant IS standards, well within the sanctioned estimate, and submit the fresh drawings for approval to employer & PESO as per OISD-156 standard.

9.0 **Statutory Approvals & Certifications**

- The contractor has to arrange for Facility design & drawing Approval, Inspection & Certification from Petroleum and Explosive Safety Organization (PESO) as per OISD-156 latest amendment from PESO or its authorized agency. The complete fire protection system at Oil Jetty No. 08, Deendayal Port Authority as per OISD-156 will be only accepted after certification from PESO or its authorized agency. The certification shall be submitted to DPA before acceptance of the system.
- The contractor has to obtain Fire NOC from Regional Fire Officer, for the complete Firefighting system.
- Any other statutory clearance/ certification, if any, shall be in scope of the contractor.
- Risk Assessment studies, reports and Fees towards all such statutory clearance/ certification shall be initially borne by the contractor and same shall be reimbursed by DPA after submission of the request & on production of documentary evidence such as original receipt of such studies cost/ fees in name of "Deendayal Port Authority," for the facility only.

10.0 Contractor shall issue tax invoice indicated all the specified fields in the Tax invoice rules including HSN/SAC codes, GSTIN Number, etc. as per GST Act/Rules.



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11.0 The contractor shall submit to Employer the GST compliant tax invoice/debit note/revised tax invoice on the basis of which Employer will claim the Input Tax Credit in its return.

12.0 It is the responsibility of the contractor to determine the place of supply in terms of the place of supply rules.

13.0 In the event of non-reporting of invoices for supplies effected to Employer during month or non-acceptance of purchase data submitted by Employer relying on the invoice received from contractor, Employer has the right to withhold the GST.

14.0 Contractor shall attend to all issues on reconciliation of invoices, mismatch reports etc. to the satisfaction of Employer.

15.0 GST charged by the contractor shall be released separately to the contractor only after

- i. Submission of Tax Invoice/Debit Note/Revised Tax Invoice as prescribed in GST Rules
- ii. Filing of valid statutory GST Returns in GSTN portal and input tax credit of such invoice is matched.

Timely payment of applicable tax

16.0 If the contractor fails to upload the invoice details in the GSTR return or fails to pay applicable taxes under GST, additional cost of interest or penalty levied to Employer by revenue authorities due to any default by contractor shall be recovered from the contractor.

17.0 In case Employer has to incur any liability (like interest etc.) due to denial/reversal of input tax credit in respect of the invoice submitted by the contractor, for the reasons attributable to the contractor, the same shall be recovered from the contractor.

18.0 In case, the government notifies the activity covered in the contract for the purpose of TDS under GST Act, Employer shall deduct TDS from the contractor bills and will issue necessary certificate to the contractor to claim credit of the same.

19.0 Whenever advance against supplies received if any, contractor shall issue receipt voucher and pay the applicable GST in the month of receipt.

20.0 For release of RA Bills quantity will be calculated based on the quantity supplied or erected. If the quantity is more than the quantity mentioned in the approved billing schedule, payment will be restricted upto the quantity mentioned in the Billing Schedule. In case, the quantity is less than the quantity mentioned in the approved billing schedule, payment shall be restricted to the quantity supplied or erected. Balance payment (if any) shall be paid at the end of the contract completion.

21.0 Requirement of any special measures or techniques for construction of structures e.g. sheet piling, diaphragm walls, well sinking, well point system, concrete batching plant, transmixers, continuous pouring of concrete, dewatering etc. shall deem to have been taken into account by the Contractor. Similarly, all constructional equipment including material handling equipment like mobile & tower cranes (as required), forklifts, trailers etc. in addition



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to other erection tools & consumables keeping in view the erection schedule shall be deployed by the Contractor.

The Employer has very limited resources of construction equipment. There shall be no contractual obligation on part of the Employer and no claim of the Contractor shall be entertained if the Employer does not or is not able to provide the Construction equipment of any type/capacity.

22.0 CONTRACTOR'S EQUIPMENT-TOOLS, PLANT, EQUIPMENT AND MATERIALS

22.1 The Contractor shall mobilize himself with adequate material handling equipment like mobile & tower cranes, forklifts, trailers etc. in addition to other erection tools & consumables keeping in view the erection schedule. The Contractor shall provide within 15 days from the Effective Date of Contract its scheme for mobilization with Bar Chart indicating clearly the resources, manpower and machinery proposed to be deployed to ensure timely completion of work and quality of workmanship.

22.2 All necessary Tools, Tackles and Equipment required for execution of the Work including Welding Machines, Gas Cutting sets, Jack Hammers, Lifting Devices, Chisels, Hammers, Trailers, tipper trucks, Lorries etc. for executing the contractual work shall have to be arranged by the contractor at his Own Cost including the Cost of Fuel & consumables. Contractor shall prepare templates, jigs for fabrication of structures/positioning of bolts, sleeves, inserts etc. wherever necessary, at no extra Cost to the EMPLOYER.

22.3 All Contractor's Equipment brought by the Contractor onto the Site shall be deemed to be intended to be used exclusively for the execution of the Contract. The Contractor shall not remove the same from the Site without the Engineer's consent that such Contractor's Equipment is no longer required for the execution of the Contract.

22.4 Contractor shall arrange for necessary Security and Safety of their materials, Plants & Equipment etc. till the project is taken over by EMPLOYER. No assistance shall be available from the EMPLOYER in this aspect. Other stipulations on safety mentioned in the General Conditions of Contract shall be adhered to.

23.0 Annual Operation and Maintenance Contract Activity:

Further to GCC clause no. 7.4.3, it shall also to be noted that, if Annual Maintenance activities are not carried out by the contractor as per instructions / satisfaction of DPA, then the employer reserves the right to get the same carried out by any other agency / own arrangement at risk & cost of contractor.

Operation and Maintenance Activity shall be started from date of commissioning of last Facility and up to 5 years including Defect Liability period. For further details, refer, Annual Operation and Maintenance Activity under Vol II

24.0 Deleted

25.0 Deleted



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26.0 Safety Precautions – In addition to Safety Codes for Contractor given in the document, contractor shall also note that for laying of pipe line at sea port, standard government norms shall also be applicable at site.

27.0 Deleted

28.0 Power to be arranged by Contractor at His Own Cost. However, if available then at One-point power shall be provided by DPA on Chargeable basis as per prevailing rate of applicable tariff" and further No delay on account of providing electricity shall be considered. A power supply source at substation shall be provided to the contractor at his own risk & cost. The required Main Incomer Cable from nearest sub-station to the Main MCC panel, and the power cable distribution for firefighting system from MCC Panel shall be in the scope of the contractor. Contractor has to arrange the route for cabling for the operation of complete firefighting system. During Operation and Maintenance period electricity power will be provided by Deendayal Port Authority free of cost. However, all the arrangement for tapping the source of electricity at convenient point & install metering system shall be made by the contractor at his own risk & cost. Drinking Water & Construction water shall be arranged by Contractor at his own cost. No sea water shall be used for construction purpose. If made available by DPA, shall be charged as per applicable tariff.

29.0 Site fabrication yard to be provided by DPA on chargeable basis as per prevailing rate of DPA outside the Oil jetties area. All the debris, dirt, cleaning of grass/tree, and area development work to be done by contractor at no extra cost.

30.0 Communication inside the port to be done through walki-Talki. Contractor will arrange the required no of walki-Talki for their representative and the same model (min. 06 nos) as per the requirement also to be provided by contractor to DPA, till the completion of the project.

31.0 Deleted

32.0 The contractor has to deploy two nos. of Electric MUV vehicle of suitable make (Make-BYD/ MG/ KM/ HM/ TM) with the approval of EIC for transportation, supervision, inspection & monitoring of the SITC & O&M works at the site area 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. Alternately, during SITC period only, the contractor may deploy fuel operated MUV vehicle fitted with certified Spark arrestor for the purpose with average running kilometer of 3000 kms per month basis per each vehicle including cost of fuel, maintenance, driver costs etc. inclusive of all cost. In case the contractor does not provide the vehicle the employer will engage the other similar vehicle and the actual expense incurred will be recovered from their due payments or Rs. 2500/- per day will be recovered.

33.0 Void

34.0 Void

35.0 Void



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36.0 Preparation of required Drawings, Documents etc, shall be inline with respect to PESO and OISD etc. and from any other statutory authorities to complete the work in all respect inside the custom bonded area are under the scope of EPC Contractor. No fees shall be reimbursed in this regard

37.0 DPA may verify Technical Credentials submitted by EPC contractor.

38.0 Deleted

39.0 As per site condition and considering hazardous area, DPA has proposed to erect the maximum structure on Nut- Bolt arrangements as per design requirement.

40.0 Demolished Civil material to be dumped in designated dump yard within lead of 13-15 km.

41.0 Deleted.

42.0 Reconciliation report for major supplied material to be submitted by the contractor at the end of every month for review & verification.

43.0 Deleted

44.0 Execution scheme shall be prepared as per Berthing schedule to minimum hindrance to the port traffic and birthing schedule be collected by the EPC Contractor from time to time from the DPA traffic department etc.

45.0 Entry permit for all workers, engineers etc. of EPC contractor inside the oil jetties area shall be arranged by the EPC contractor.

46.0 The EPC contractor will coordinate with various agencies of port like Fire service department, Traffic department, Electrical and mechanical Department, Marine department , CISF, Customs etc. as may be required from time to time for planning of shutdown work, hot work and ensure safe execution of work.

47.0 Deleted

48.0 The work Completion photographs are be submitted by the EPC Contractor to Client at the end of every month.

49.0 As the work area falls under process area where handling of hydrocarbon and chemicals etc. takes place, special precautions and safety measures shall be taken during construction.

50.0 Deleted

51.0 Deleted.

52.0 Deleted.

53.0 The detailed conditions of Operation and Maintenance Contract have been enclosed as Annexure-1 to SCC which is also the part of this Special Conditions of Contract (SCC).



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Section -VIII

SAFETY CODE FOR CONTRACTORS



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SAFETY CODE FOR CONTRACTORS

INTER PLANT STANDARD FOR SAFETY IN STEEL INDUSTRY

SAFETY IN CONTRACT WORKS

IPSS: 1-11-011-01

0. FORWARD

0.1 This Inter Plant Standard formulated by the Standard Committee on Personnel Safety Appliances & Procedures, IPSS 1:11 with the active participation of the representatives of steel plants and associated organizations in the field, was adopted in May, 2001.

0.2 This is one of the series of Inter Plant Standards in the area of the safety in the steel plants to be followed with a view to providing guidance to all concerned in accident prevention.

1.0 SCOPE OF WORK

1.1 Safety is the responsibility of the Contractor and his staff / employees/ workmen engaged/ deployed for execution of work under the Contract, individually and collectively. For this purpose, the Contractor staff means and includes all its associates and sub-contractors / vendors/ sub-vendors and their staff/ employees/ workmen deployed for execution of the work covered under the Contract. The Contractor shall ensure that his workmen participate in the safety awareness, health care and safety training programmes whenever such programmes are organised by the Employer or the Contractor.

1.2 The Contractor's scope of work shall include, but not limited to execution of work/ Contract, adequate safety arrangements for men machinery etc. engaged during the execution of the Contract.

1.3 While executing the Contract, the Contractor / his supervisor has to ensure safety of the surroundings with regard to Employer's work place/ site and other contractor's men/ machine/ materials/ system etc.

2.0 DETAILED PROCEDURE/ PROTOCOL

2.1 Before starting the work, a safe work procedure/ protocol shall be prepared and signed jointly by the executing department, representative of Safety Deptt. and the contractor or his representative. This procedure/ protocol shall be prepared by breaking the whole job into small elements and listing them separately in the sequence. Against these elements, the agency responsible for doing it, would be mentioned. Any other details about these elements, may also be mentioned in the remarks column.

3.0 MEMORANDUM OF UNDERSTANDING (MOU)



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3.1 A Memorandum of Understanding, placed at Enclosure-A, shall be signed between the Contractor and the representative of the Contracts Department (on behalf of the Plant) after award of the Contract.

GENERAL TERMS & CONDITIONS

1.0 SUPERVISOR

1.1 The Contractor shall engage qualified and competent supervisors for executing the Contract. The supervisor must be able to i) read drawing ; ii) understand the safety aspect of the job ; iii) take necessary precautionary measures ; iv) ensure leadership for the safe execution of the job.

2.0 SAFETY SUPERVISION

2.1 The Contractor shall provide at least one competent full time safety supervisor who shall be nominated for each contract depending on the number of persons employed and safety requirements of the job including round the clock supervision on safety aspects, wherever required.

3.0 GATE PASS

3.1 The Contractor shall, in accordance with prescribed procedure, obtain gate passes (photo passes) from Employer's Security Department who shall make it available to the Contractor, to enable the Contractor and his staff / employees/ workmen to enter the work area inside the plant as well as un-enclosed (open) work area like township. The Contractor shall make arrangement for instant photography for those contract workers who may be required to go to work in emergency and do not have photo passes.

4.0 SAFETY INDUCTION

4.1 In order to provide basic industrial safety training to the workers of Contractor, Employer will provide on request, the general safety induction to the workmen/ supervisor at Safety Engineering Department. The Contractor shall submit the list of persons with full details for the job of safety induction to the Engineer for arranging the same. The Contractor shall not engage untrained personnel for executing any Contract inside the works. Job safety induction is a compulsory thing for every job to start with.

4.2 If at any point of time, Contractor feels or needs any special safety training for carrying out a particular job the same shall be arranged by the concerned Engineer of the Employer. For this, the Contractor shall inform the concerned Engineer of the Employer well in advance of commencement of such job.

4.3 The Contractor shall motivate and encourage his employees/ workmen to make personnel contribution towards enhancing safety on the basis of their knowledge and experience.

4.4 The Contractor shall have adequate number of Pocket Sized Safety Cards containing safety instructions prepared on the basis of Employer's model safety book for Contractors workers in Hindi or regional languages as may be required and shall issue them to all his employees/



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workmen and ensure that they read it before commencing the work. The safety instructions from these Safety Cards shall be read and explained by the Contractor or his representative to those employees/ workmen who are illiterate and cannot read and ensure that they have been understood. If the employees are signing in the attendance register, the Contractor shall arrange to write "Safety Sentence" on the top of each page below which each employee will either sign or put his thumb impression as a token of his/ her attendance also for having read/ understood the safety instructions. The "Safety Sentence" shall be "I have read/ understood the Safety Instructions and I shall work according to these instructions".

4.5 The work areas where a different system of keeping attendance exists, the Contractor or his representative shall furnish the list of employees/ workmen deployed on the job on any particular day and on top of which the following sentence will be recorded by the representative of the Contractor. "I have explained the safety instructions to my workers mentioned below and assure that they have understood the instructions and shall work according to these instructions".

4.6 The Contractor shall provide safety induction every day before start of the job i.e. briefing the nature of work to be carried and the necessary precautions to be taken while executing the job/ Contract during the particular day.

4.7 Contractors shall follow all special safety precautions issued by the executing authority or his site engineer from time to time.

5.0 LEGAL AND PENAL

5.1 The Contractor shall abide by the provisions of all statutory acts and rules as applicable and maintain register/ documents, submit periodic reports and returns furnish information/ report relating to accidents occurring in the area of work to competent authority in time.

5.2 The Contractor shall be liable for prosecution and penalty in accordance with as prescribed under the law of land, terms & conditions of Contract as well as rules of the Company relating to safety, for not observing those provisions by the Contractor or his employees/ workmen.

5.3 The Contractor shall keep the Company indemnified against all losses/ claims due to accidents/ injuries/ damages caused at the Contractor's works site. He shall be fully responsible for accidents caused due to the Contractor or his agents or workmen's negligence or carelessness in regard to observance of the safety requirements and shall be liable to pay compensation for injuries.

5.4 The Engineer or Head of the Safety Department or their authorized nominees, upon their satisfaction that the Contractor is not conforming to the safety requirements, may direct stoppage of work and direct the Contractor to remedy the defects or supply the facility/ equipment as the case may be. The Contractor shall not proceed with the work until he has complied with such directions to the satisfaction of the Engineer/ Safety Department.

5.5 If a Driver or any staff of the Contractor is caught in theft case or in any unauthorized movement of materials or in the activity which is punishable under the law or not authorized by the plant, the Contractor shall bear the full responsibility for the loss and other



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consequences which may result to the plant due to such illegal / unauthorized acts besides the action to terminate the Contract by the plant.

- 5.6** The Contractor shall be responsible to ensure that vehicles belonging to him are not driven in reckless or rash manner so as to become a potential threat to the safety of the traffic in the plant or township area. The drivers of the vehicles shall be made to adhere to the speed limits wherever applicable. Failure to comply with the above may result in termination of the Contract. In case of accident or injury or damage caused by the Contractor's vehicle or staff to any person or property, the financial responsibility to compensate be borne solely by the Contractor and this amount may, at the discretion of the Competent Authority of the Plant, be recovered from the bills or security or other deposits of the Contractor.
- 5.7** The Contractor shall ensure that all his employees/ workmen are covered under "Workmen Compensation Act" and shall pay compensation to his workmen as and when the eventuality for the same arises.
- 5.8** To ensure effective enforcement of the rules and regulations relating to safety precautions, the arrangements made by the Contractor shall be open to inspection by the Engineer or his representatives, Safety Engineer and Labour Officer.
- 5.9** The Contractor shall enclose along with his first bill a true copy of the Safety Induction Form (Annexure-1A) duly certified by the Executing Authority regarding use of safety appliances, following of safety instructions and observance of all safety laws, failing which the bill will not be processed for payment.
- 5.10** Notwithstanding the above clauses, there is nothing in those to exempt the Contractor from the operation of any other Act or rule in Republic of India for the safety of men and materials.

6.0 PPE & SAFETY APPLIANCES

- 6.1** The Contractor shall provide all the PPE (Personal Protective Equipment) and safety appliances required to carry out the job to all the workmen deployed by the Contractor and also ensure that his workmen use those PPE and safety appliances while on the job. The Contractor shall not pay any cash amount in lieu of PPE to the workers.
- 6.2** The PPE and safety appliances provided by the Contractor shall be of the standard as prescribed by the Inter Plant Standardisation in Steel Industry (IPSS) or by Bureau of Indian Standards (BIS). If materials conforming to IPSS or BIS standards are not available, PPE and safety appliances shall be procured by the Contractor as approved by the Employer.
- 6.3** If the Contractor fails to ensure provision of safety appliances required to carry out the job safely to the workmen and that his workmen do not use the PPE and safety appliances as needed for safe working, Engineer and the Safety Engineering Department upon the satisfaction that the Contractor is not conforming to the safety requirement may direct the Contractor for stoppage of work and require the Contractor to remedy the defects. The Contractor shall not proceed with the work until he has complied with each direction to the satisfaction of Engineer and Safety Engineering Department.



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7.0 SITE CLEARANCE

7.1 Prior to commencement of work, the Contractor shall obtain a clearance from the respective Department of the Employer and concerned department/ section of the Employer where the job is to be carried out. The Employer/ Engineer shall not permit the Contractor to commence the work unless Contractor or his representative produces such clearance certificate. The Department concerned shall grant such clearance after ensuring that:

- a) The Contractor himself has undergone Safety Induction Training organized by the Employer's Safety Engineering Department in the preceding twelve months.
- b) The Contractor's workers, identified for particular work / Department, have undergone Safety Induction Training in the preceding twelve months.
- c) The Contractor has arranged PPE and Safety appliances for himself and for all his workmen, as required.
- d) The Contractor possesses work permit issued by the Employer or Employer's representative for which the "Work Clearance Form" (Annexure-1B) shall be filled in triplicate by the Contractor for record of :
 - i) Safety.
 - ii) Department/ Section of the Employer granting clearance and
 - iii) Contractor.
- e) The Contractor and his supervisors along with the Contract documents and job instructions received from the Employer, will come to Employer's Safety Engineering Department where the Contractor will obtain Safety Rule Book for Contractor and seek clarifications, if any. The Contractor is not permitted to stop the job without clearance from Employer's Safety Engineering Department.
- f) The Contractor shall possess handling equipment, tools & tackles of adequate capacity and tested quality.

7.2 Contractor shall obtain specific permission in accordance with IPSS: 1-11-007-01 "Procedure to Permit to Work" and IPSS: 1-11-005-98 "Procedure for working at height by Contractor's Workers" from the Engineer of the company or the companies Safety Department before commencing the following:

- a) Working in an operating plant / equipment ;
- b) Working at height ;
- c) Working in areas expected to have toxic/ poisonous gases ;



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- d) Major site activities irrespective of the clearance already obtained ;
- e) Wherever there are hazardous of electricity moving. The Contractor shall obtain the copies of the above IPSS procedures from the Engineer or the Safety Engineering Department.

7.3 The executing department shall take necessary shut down of operating plant before commencement of job in that area. The Contractor shall ensure that shut down/ clearance is taken before sending workers to such locations particularly in the area where there are hazardous of gases, electricity, moving machinery etc.

8.0 SKILL AND COMPETENCE OF WORKMEN

8.1 The Contractor shall be responsible to engage competent and skilled workers.

8.2 Before starting of the day's job, the Contractor shall ensure that safety briefing has been done to his workers by himself or his supervisors who have been imparted safety induction earlier and also maintain records to this effect.

9.0 PHYSICAL FITNESS OF WORKMEN

9.1 The Contractor shall ensure that his employees/ workmen subject themselves to such medical examination as required under the law or under the company's rule and keep a record of the same.

9.2 The Contractor shall not permit any employee/ workmen to enter the work area under the influence of alcohol.

10.0 DEALING WITH ACCIDENT

10.1 The Contractor shall maintain a safety register, keep records of all minor and major accidents, serious or averted (near miss) accidents, with or without injuries to human beings and shall submit a report about the accident to the Engineer promptly, on the form prescribed by the Employer.

10.2 The Contractor's supervisor/ officer in charge shall arrange to take the injured person first to Plant Medical Unit with IOW (Injury on Work) form given on Annexure-1C and under no circumstances, take the injured person directly to his own doctors. The information of fatal accident shall be given on Annexure-1D.

10.3 The Contractor shall not interfere with the site of accident, unless inspected and / or permitted by the competent authorities.

10.4 The Contractor shall arrange to avoid any sort of commotions at site in the event of an accident.

11.0 MISCELLANEOUS

11.1 Safety Records (Statutory Records)

The Contractor shall keep record of:



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- i) Test certificates of all lifting tools & tackles, pressure vessels etc.
- ii) Periodical inspection report of safety appliances,
- iii) Maintaining accident analysis report in proper format in consultation with Employer's Engineer.
- iv) Safety record as per Factory Rules/ Safety Codes or any other statutory provision shall also be maintained. However, necessary help in this regard can be taken from concerned Safety Organisation.

11.2 VOID

11.3 Electrician/ Other Electrical Personnel

The Contractor shall engage qualified and competent electricians and other electrical personnel while working on electrical lines (which may be High Tension, Medium Tension and Low Tension electrical lines) for safe execution of Contract. The electricians and other electrical personnel must possess requisite certificate issued from competent authority. **Electrical Equipment.** The Contractor shall ensure proper earthing of all electrical equipment/ machinery prior to start of the machine. The Contractor shall also ensure daily examination of the earthing of equipment/ machinery prior to start of the job in order to avoid electrical hazards. The Contractor shall ensure use of proper cable (may be welding cable or power cable or control cable). The joints of the cables shall be perfectly insulated. The Contractor shall also ensure the use of proper plugs, sockets and other electrical fittings while executing any Contract.

11.4 Scaffolding/ lifting/ lowering/ dismantling of equipment or fabricated structurals or any other materials.

- i) For safe execution of the Contract, Contractor shall make a programme of a piece/whole job, in sequence of steps involved in execution the required safety measures to be taken during the execution of the job.
- ii) The Contractor shall ensure the use of sufficiently strong scaffolding with sufficiently strong hand railings during the execution of the job. The Employer will provide prints of "Standard Scaffolding Drawing" on request by the Contractor. Scaffold/ platform to be used by more than 2 persons has to be approved by the Site Engineer and the concerned Safety Organisation, jointly. The Contractor shall ensure the use of scaffoldings at construction site by his personnel working at height, fabricated as per standard drawing for scaffolding. If the scaffolding as per the standard drawing is not found suitable at site, the Contractor shall make necessary modification to strengthen the same. For any civil engineering job, the Contractor will provide adequate support before casting or any superstructure and provide approach, scaffolding etc., in such a manner that is safe, easy for movement of men, women and materials.
- iii) The Contractor shall make his own arrangement for the area lighting/ spot lighting at fabrication yard. The Employer will provide power source at one point only near to the fabrication yard.



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- iv) The Employer will provide area lighting at erection site only. The Contractor shall make his own arrangement for spot lighting. The source of power supply at the nearest possible point will be shown by the engineer at site.

11.5 House keeping

- i) The Contractor shall ensure good housekeeping in his working area, fabricating yard as well as at erection site. The safe approach to the working place must be ensured. Place for keeping raw materials, semi-finished materials should be clearly marked with proper identification. Machine component shall be kept properly under shed.
- ii) The Contractor shall keep the scrap material at one place duly barricaded and shall remove the same regularly from the work place.
- iii) The Contractor shall stack properly the fabricated or any other items likely to be erected very shortly at erection site, in such a way that the materials do not cause congestion at site or create unsafe condition for free and safe approach.
- iv) The Contractor should put up a board (minimum 4' x 3') indicating the name of the Contractor, details of the job, order No., starting date and likely completion date of the job. On completion of the job, the Contractor shall clear the site (good materials and scrap). The board so displayed shall be taken out of the site. Any material left after the job is over will be picked up by the Employer and the Contractor will be charged back for the same.
- v) Barricading: The Contractor shall ensure barricading of the unsafe area, which can lead to accidents to any unknown person working in that area. In order to remove unsafe condition and prevent accidents, this unsafe area such as trench/ pit/ foundation, any type of opening made or left in any floor of the building including staircase etc. must be barricaded. The hand railings shall be immediately provided in all the floors, stairs etc. before proceeding for erection/ dismantling.
- vi) Removal of muck shall be done within 24 hours from road sides.
- vii) The Contractor shall be responsible for removing all unwanted materials /scaffolds from the work site.
- viii) The Contractor shall issue written as well as oral instructions from time to time, in addition to the precautions, measures spelt out above so as to ensure that the workers adhere to safety norms specifically needed for the particular job during the execution of the work. .
- 11.6** The Contractor shall ensure that compressed air is not used for removing the dust from one's clothes. Compressed shall not be blown against any one as it may injure or even kill him / her.
- 11.7** The Contractor shall provide, maintain and arrange for periodical checking of adequate numbers of fire extinguishers of appropriate type and other facilities (e.g. sand buckets, asbestos covering etc.) in fire prone areas.



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11.8 The Contractor shall provide clearly demarcated access and exits at work site to take care in case of outbreak of fire or any other eventualities.

11.9 The Contractor shall ensure that smoking or keeping of naked light near gas lines, valves and any other equipment connected with gas distribution system and handling of all inflammable material is strictly prohibited.

11.10 The Contractor shall ensure that no one takes rest/ shelter below any dumped slag, boulder or any other cut pit/ excavation near any stock of materials, electrical installations and gas lines etc.

11.11 The Contractor shall ensure the availability of first aid box at the working sites.

11.12 Make available all necessary personal safety equipments/appliances such as safety helmets, safety boots, full body harness, gloves, leather gloves for welders, clear glass, safety goggles and other relevant PPEs as advised by Safety Department or Departmental Safety Officer for the use of persons employed at the site of work and maintain in condition suitable for immediate use and shall take steps to ensure proper use of equipment by the workers

11.13 Usage of full body harness and anchoring it at rigid place is to be ensured by the Contractor or his supervisor who shall be present all the time on working spot.

11.14 Use only steel pipe scaffolding. However, temporary hanging platforms made of bamboos can be used where it will be securely fastened from top.

11.15 Contractor shall also ensure the presence of supervisor at site during the execution of the job.

11.16 Obtain passes from Safety Department for those persons who will be required to work at height of above 2 meters.

11.17 In case of contracts involving deployment of workers at a height exceeding 10 meters, the following clauses will also apply –

A) Persons carrying out such jobs should be selected by the Contractors within age group of 20 to 50 years with doctors certificate about fitness to work at height in the format prescribed by DPA.

B) All such persons should be medically examined for fitness and fit certificate may be issued by Port Hospital of DPA, Kandla, Rs. 500/- per contract labour will be charged from the Contractors towards this medical examination by Port Hospital of DPA, Kandla.

C) Special Training is to be imparted by Safety Department for such persons.

11.18 Void

11.19 Contractors should ensure that his workers follow all jobs specific safety precautions as instructed from time to time by Contract Operating Authority or his representative.



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- 11.20 a)** Persons working on platform above 02 meter from the ground level and persons working on the ground level on the periphery of the pit which is 02 meter or more deep must wear ISI safety belt and persons working on the platforms which are 05 meter above the ground level, but less than 10 meters, must undergo safety training for 'Working at height' being imparted by Safety Engineering Department and must also wear safety belt. A certificate for such safety training for 'Working at height' will be issued to the person by Safety Engineering Department valid for a maximum period of one year.
- b)** Persons working on the platform above 10 meter from the ground level and persons working on the ground level on the periphery of the pit which is 10 meter or more deep must use ISI safety Belt and obtain medical / mental fitness certificate from the Medical Officer of the company / Civil Surgeon, Gandhidham. On the basis of this certificate, Safety Engineering Department will impart safety training for working at height and issue height pass. Height pass issued will be in the name of individual worker and its validity will be for a maximum period of 01 year only.
- c)** On expiry, certificates of safety training for working at height as per (a) above and height passes as per (b) above will be renewed after the workers passes the tests and imparted training once again.

12.0 Operational Control Procedures:

Purpose:

To establish and maintain the procedure and to ensure that –

- i. Operational controls as applicable to the organizations and its activities
- ii. Controls related to purchased goods, equipment's and services
- iii. Controls related to Contractors
- iv. Documented procedures to cover situations where their absence could lead to deviations from OHS policy
- v. Stipulating operating criteria

Procedure:

- i. Identify those activities, operation and services that are having hazards and risk assessed and identified and prioritized significant risks where operational control is required.
- ii. Documented operational control procedures shall be prepared to cover the activities, operations and services.
- iii. Operational Control Procedures shall be made available at the place of work in printed or electronic form.



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- iv. Critical equipment, machinery and other sources from point of OH & S shall be identified and their preventive maintenance schedule shall be laid down in order to reduce / control or prevent incidents.
- v. Machined and equipment shall be operated, monitored as per the Operational Control Procedures and laid down criteria and records shall be maintained.
- vi. Controls related to contractors for adherence to all safety precautions and applicable guidelines.



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ANNEXURE-1A

(Name of the Organisation)

(Name of the Unit)

SAFETY INDUCTION FORM

Safety induction to the Contractor for starting a job

1. Name and address of the Contractor:
2. Contract/ Award Letter/ Work Order No. :
3. Name of the Department awarding Contract. :
4. a) Probable date of starting the job :
b) Duration:
5. Place & nature of work:
6. Name & designation of supervisors:
 - i) Department (1) (2)
 - ii) Contractual (1) (2)
7. Necessary safety precautions explained. :
8. Safety appliances advised for usage to the Workers:

Safety Engineering Department
or Engineer's representative

I have gone through the Safety Rules Book for Contractors and received a copy of the same. I shall follow all safety precautions/ instructions given to me and shall be responsible for safety of my staff/ employees/ workmen.

Signature of Contractor

Certified that requisite Safety Appliances are available with workers and Contractor is permitted to start the work.

Signature of Engineer

Certified that requisite Safety Appliances are being used and safety precautions/ measures are being adopted.



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Safety Officers of Employer Copy to:

1. Safety Department.
2. Operation/ Works Department.
3. Contractor with one spare copy.



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ANNEXURE-1B

(Name of the Organization)

(Name of the Unit)

WORK CLEARANCE FORM FOR CONTRACTORS

1. Name of Contractor's firm with address:
2. Engaged by which Department:
3. Name of the representative / supervisor of the Contractor supervising the job. :
4. Precise nature of work to be carried: out / work order reference.
5. Precise location of work:
 1. Proposed date and time of commencement: of work.
 2. Expected No. of days required for the work. :
 3. Whether Contractor's workers are to be: engaged in G/A/B/C shifts and No. of people engaged.

I accept responsibility for ensuring that all men under my control shall observe the statutory safety requirement and follow the safety instructions of the plant.

Date: _____ Signature of the Contractor

Certified that the Contractor has been engaged by us for the work described above.

Date : _____ Signature of the Engineer

(Certificate to be given by the Department/Section where work is to be carried out)

You are authorised to carry out the work described below :

Date : _____ Signature of the Safety Officer of the Employer.

Note :

1. The form shall be filled-in in triplicate by the Contractor for the record of (I) Safety Engineering Department, (ii) Department/ Section granting clearance, (iii) Contractor.
2. These certificates are not a substitute for the electrical permits and do not give permission to use masked lights or work in gas hazardous areas or enter closed vessels or for explosives, which shall be taken separately whenever required.



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ANNEXURE-1C

(Name of the Organization)

(Name of the Unit)

INJURY ON WORK

(Contractor's Employees)

1. Name of the firm:
2. Name of the Contractor:
3. Name of Department (Awarding Contract):
4. Name of the injured person:
5. Designation, gate pass No./ Token No. :
6. Date and time of accident:
7. Department where accident happened:
8. Exact place of occurrence:
9. Eye witness (name & designation):

1)

2)

10. Persons appraised of:

1)

2)

11. Brief account of the accident:

Date: Signature of the Contractor /Contractor's supervisor

(Particulars to be filled in by the Medical Officer)

1. Nature of injury :
2. Injured person is fit/ unfit to return: to duty.
3. If unfit, period of rest recommended:
4. This employee has been notified that: he is fit/ unfit as per Sl. No.2. (strike out which is not applicable).

Date:

Signature of the Medical Officer.



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Name:

Seal:

Note :

1. When an injury occurs to a Contractor's employee while inside the factory, the injured person should be sent to Medical Unit of DPA immediately, with this form in triplicate.

2. The Medical Officer on duty of DPA will retain one copy and send one copy to respective Department. The third copy shall be returned to the Contractor concerned after duly filling up the forms. In case, the Contractor takes the injured person to his private doctor, he shall do so by giving a written undertaking to the concerned Engineering Department. If the private doctor declares the injured person unfit for duty more than 2 days, this becomes a reportable accident under the Factories Act and the Contractor shall immediately report this to the concerned Department for sending reports to concerned Government agencies. The Contractor shall also keep the manager (Safety) inform about :

- a) The condition of the injured person ;
- b) The period of disability and
- c) Any loss of earning capacity certified by the doctor.

The Contractor shall produce the fitness certificate from the attending doctor after the injured person is declared fit for duty.

(Name of the Organisation)

(Name of the Unit)



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ANNEXURE – 1D

NOTICE OF FATAL ACCIDENT

(Contractor's Employees)

Date:

From (Name and address of the Contractor)

To

The Engineer-In-Charge

(Superintendent/ Manager)

Dear Sir,

We regret to inform you that _____, an employee of M/s _____ met with a fatal accident at _____ AM/ PM, dated _____ at _____. At the time of accident, he was engaged in _____.

(Description of work)

Yours faithfully,

Signature of the Contractor / Contractor's supervisor