

DEENDAYAL PORT AUTHORITY



TENDER DOCUMENTS FOR

Annual Maintenance Contract for Link Spans, pontoons and Terminal facilities at Dahej.

**OFFICE OF THE
SUPERINTENDING ENGINEER (P)
Deendayal Port Authority
Ground Floor, Annexe,
A.O Building, Gandhidham
Kutch - 370201, Gujarat
Phone no: (02836) 270266
E mail: kptprojectdivision@gmail.com**

INDEX

STANDARD GENERAL CONDITIONS FOR CIVIL AND MECHANICAL CONTRACTS

DC 1	:	Bid Reference
NIT	:	Invitation for Bids
SECTION 1	:	Instruction to Bidders
SECTION 2	:	Forms of Bid, Qualification Information
SECTION 3	:	Conditions of Contract
SECTION 4	:	Contract Data
SECTION 5	:	Specifications and Special Conditions
SECTION 6	:	Forms of Securities
SECTION 7	:	Drawing
SECTION 8	:	Bill of Quantities

DEENDAYAL PORT AUTHORITY

COMPETITIVE BIDDING

NIT NO. 03 - P/ 2023

**Annual maintenance contract for Linkspans, Pontoons and Terminal facilities at
Dahej**

PERIOD OF DOWNLOADING OF BID DOCUMENTS

FROM	: DATE: 24/03/2023
TO	: DATE: 27/04/2023 TIME 15:00HRS.
LAST DATE AND TIME FOR RECEIPT OF BIDS	: DATE: 27/04/2023 TIME 15:00HRS.
TIME AND DATE OF OPENING OF BIDS	: DATE: 27/04/2023 TIME 15:30HRS
PLACE OF OPENING OF BIDS	GROUND FLOOR, ANNEXE, A.O. BUILDING, GANDHIDHAM - 370201, KUTCH DISTRICT, GUJARAT STATE, INDIA, (M) :9725338260

OFFICE INVITING BIDS

**SUPERINTENDING ENGINEER(P)
DEENDAYAL PORT AUTHORITY**

DEENDAYAL PORT AUTHORITY

NOTICE INVITING TENDER

Tender No. 03 – P/ 2023

ONLINE TENDERING (E- Tendering)

NAME OF WORK: Annual maintenance contract for Linkspans, Pontoons and Terminal facilities at Dahej

E/Online Tenders are invited by SUPERINTENDING ENGINEER (P) 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
Annual maintenance contract for Linkspans, Pontoons and terminal facilities at Dahej.	Rs. 1770/- (Including 18% GST)	Rs. 30,043,613/-	EMD =Rs. 3,00,436/-	N.A	Upto 15.00 hours on ___/___/2023	@15.30 hours on ___/___/2023

Detailed tender notice along with complete tender documents can be downloaded from website <https://kpt.nprocure.com> from ___/___/2023 to ___/___/2023 @ 15:00 hrs. Tender Notice is also available on <http://deendayalport.gov.in> Technical Bid will be opened on..... @ 15:30 Hrs. Date of opening of price bid shall be notified after scrutiny & evaluation of Technical Bid. For further details and general enquiries prospective bidders may contact SUPERINTENDING ENGINEER (P), Ground Floor, ANNEXE, A. O. Building, GANDHIDHAM-370201, **Kutch District, Gujarat State, INDIA, Telephone:** during working hours before the last date and time of downloading of tender documents.

SUPERINTENDING ENGINEER (P)

DEENDAYAL PORT AUTHORITY

DEENDAYAL PORT AUTHORITY
NOTICE INVITING ONLINE TENDER

Details about E/Online tender:

Department Name	Civil Engineering Department
Circle/ Division	Project Division, A.O. Building, Gandhidham, Kutch-370201
Tender Notice No.	03 - P/ 2023
Name of Work	Annual maintenance contract for Linkspans, Pontoons and Terminal facilities at Dahej
Estimated Contract Value (INR)	Rs 3,00,43,613.00/-
Period of Completion (in Months)	24 Months
Bidding Type	Open
Bid Call (Nos.)	One
Tender Currency Type	Single
Tender Currency Settings	Indian Rupee (INR)
Qualifying Criteria :	<ol style="list-style-type: none">1. Average annual financial turnover during the last three years ending 31st March of the previous financial years, should be at least Rs. 90.13 lakhs.2. 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: Three similar completed works each costing not less than Rs. 120.17 lakhs. Or Two similar completed works each costing not less than Rs. 150.22 lakhs. Or One similar completed works each costing not less than Rs. 240.35 lakhs.3. "Similar works" means construction/maintenance of marine structures which include Linkspans, Pontoons etc. In addition to above, the contractor has to also have the experience of building works. In case, the work is ongoing under maintenance period/contract, the tenders shall submit satisfactory performance certificate for maintenance of Linkspan and pontoon in place of completion certificate from the employer certifying satisfactory completion of portion of work with attended work amount/ value for the completed/attended period of the contract as a qualification criterion.

Further, in case of Similar work certificate issued by any private body, the bidder will be required to produce the CA certificate along with Tax Deducted at Source (TDS) certificate indicating the income tax deducted by the client for that work, which will form the basis for assessing the value of such completed work. In case of any discrepancies between the TDS (Form 16 or Form 26A) and the certificate of Chartered Accountant with regard to payment received from the client, it should be explained"

4. If the work is executed as Sub- contractor, it is mandatory to upload the sub-contract permission letter obtained from the Govt./Public sector officer in case work belongs to Govt./Public or from the owner of the project in case work belongs to private organization. Also completion certificate /form 3A authenticated by concern Govt./Public sector officer or owner of the project shall be uploaded along with TDS certificate deducted from that particular work issued by the competent authority shall be submitted along with bid submission.
5. Bidders who meet the minimum qualification criteria will be qualified only if their available bid capacity is more than the total bid value. The available bid capacity will be calculated as under:

Assessed Available Bid capacity= $A \times N \times 2 - B$, Where,
 "N" = Number of years prescribed for completion of the subject contract.

"A" = Maximum value of works executed in any one year during last seven years (at current price level)

"B" = Value at current price level of existing commitment s and ongoing works to be completed in the next 'N' years. The Bidder shall furnish statements showing the value of existing commitments and ongoing works as well as the stipulated period of completion remaining for each of the works preferably countersigned by the Nodal Office or his nominee-in charge.

6. Integrity Pact document need to be scanned, stamped, signed and dated along with both witness signature during preliminary bid stage failing which bidder will be treated as non-responsive.

Joint Venture	Not Applicable
Rebate	Applicable
Bid Document Fee :	Rs. 1770/- (including 18% GST) in the favor of DD/BC/PO
Bid Document Fee Payable To:	FA & CAO, Deendayal Port Authority, Gandhidham
Bid Security--/ EMD (INR): -[[EMD for Rs. 3,00,436/- of DD/BC/PO.
Bid Security/ EMD (INR) In [-Favour Of :	FA & CAO, Deendayal Port Authority , Gandhidham
Bid Document Downloading Start Date	24/03/2023 upto 15.00 Hrs.
Bid Document Downloading End	27/04/2023 upto 15.00 Hrs.

Date
Date & Place of Pre Bid Meeting

Not Applicable

Last Date & Time for Receipt of Bids

27/04/2023 upto 1500 Hrs.

Bid Validity Period

120 Days.

Condition

Integrity Pact duly signed by bidder /authorized person and witnesses need to be uploaded during preliminary bid submission along with EMD & Tender Fee in form of Demand Draft/ Banker's Cheque/ Pay Order shall be submitted in electronic format through online (by scanning) while uploading the Bid. This submission shall mean that Integrity Pact, EMD & Tender Fee are received. Accordingly, offer of those shall be opened whose Integrity Pact, EMD & Tender Fee is received electronically. However, for the purpose of realization bidder shall send the same in original to Superintendent Engineer (P) , Deendayal Port Authority at the time of Tender Opening or send the same through R.P.A.D./ Speed Post or in Person so as to reach to Superintendent Engineer, Project Division, Nirman Bhavan, 2nd Floor, New Kandla – 370210, within 7 days from the date of opening.

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 as per National Industrial Classification -2008 mentioned in **the table below only shall become eligible for exemption** from payment of Tender fee/EMD. Such bidder shall upload the scanned copy of valid certificate in preliminary bid.

SECTION		Manufacturing
Division 30		Manufacture of other transport equipment
Group 301		Building of Ships and Boats
Class 3011		Building of Ships and floating structures
Division 30- Manufacture of other transport equipment)	Sub-Class 30115	Construction of floating structures (floating docks, pontoons, cofferdams, floating landing stages, buoys, floating tanks, barges, lighters, floating cranes, non-recreational inflatable rafts etc.)

Remarks

Submission of EMD, Tender Fee, Integrity Pact & Tender Documents with sign and stamp (Except Price Bid) and other documents during office hours within 7 days from the date of opening of tender by R.P.A.D./ Speed Post or in Person in the chamber of Superintendent Engineer, Project Division, Nirman Bhavan, 2nd Floor, New Kandla – 370210.

Bid Opening Date

Technical Bid will be opened on /04/2023 at 15:30 Hrs.
Date of opening of price bid shall be notified after scrutiny and evaluation of Technical Bid.

Documents required to be submitted

a. Documents in support of fulfilling qualifying criteria

by scanning through online.

as indicated above.

- b. Tender fee in form of Demand draft / BC / PO.
- c. EMD in form of DD / BC / PO.
- d. As indicated in clause 4 of section 1-Instructions to bidders.
- e. Integrity Pact.

Officer-Inviting Bids

Superintendent Engineer (P) , DEENDAYAL PORT AUTHORITY.

Bid Opening Authority:

Superintendent Engineer (P) , DEENDAYAL PORT AUTHORITY.

Address:

Superintendent Engineer (P), DEENDAYAL PORT AUTHORITY. Nirman Bhavan, 2nd Floor, New Kandla – 370210. Kutch District, Gujarat State, INDIA.

Contact Details:

Telephone: (0) 02836-220013

**SUPERINTENDING ENGINEER (P)
DEENDAYAL PORT AUTHORITY**

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)

SECTION -1

INSTRUCTIONS TO BIDDERS

A. GENERAL

1.1 Scope of Bid

1.1.1 The Superintending Engineer, Project Division, Deendayal Port Authority invites bids by E-Tendering for the work of **“Annual maintenance contract for Linkspans, Pontoons and Terminal facilities at Dahej”** detailed in the table given in NIT. The bidders may submit on-line bids for the work detailed in the table given in NIT.

1.1.2 The successful bidder will be expected to complete the works by the intended completion date specified in the contract data.

1.2 Source of Funds

1.2.1 The employer has arranged the funds from internal resources and will have sufficient funds in Indian currency for execution of the works.

1.3. Eligible Bidders

1.3.1 The invitation for Bids is open to all eligible bidders meeting the eligibility criteria as defined in clause no 1.4

1.3.2 All bidders shall provide in Section-2, form of Bid and Qualification Information, a statement that the Bidder is 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 the Project Manager for the Contract. A firm that has been engaged by the Employer to provide consulting services for the preparation or supervision of the works, and any of its affiliates, shall not be eligible to bid.

1.3.3 Government-owned enterprises may only 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.

1.3.4 Bidders shall not be under a declaration of ineligibility for corrupt and fraudulent practices issued by the employer in accordance with clause 1.36

1.4 Eligibility Criteria

- 1.4.1**
- a. Experience of similar works executed during the last seven years, and details like monetary value, clients, and proof of satisfactory completion.
 - b. Documentary evidence of adequate financial standing and proof from client for satisfactory completion of works.
 - c. ...deleted...
 - d. Equipment requirement/ schedule
 - e. Managerial/Manpower requirement
 - f. Project Planning and Quality Control procedure to be adopted
 - g. Information regarding projects in hand, current litigation, orders regarding exclusion, expulsion or black listing, if any.
 - h. Trained & Certified workmen proposed to be employed at the work site of the project. The Contractor must undertake to employ of certified worker to the extent of 20% of total strength. Valid certificates by a recognized University, technical Board, or Ministry of Government of India would only be taken cognizance of.
- 1.4.2** If the Employer has not undertaken pre-qualification of potential bidders, all bidders shall include the following information and documents with their bids in Section- 2.
- a. Copies of original documents defining the constitution or legal status, place of registration, and principal place of business, written power of attorney of the signatory of the Bid to commit the Bidder.
 - b. Total monetary value of construction work performed for each of the last five years.
 - c. Experience in works of a similar nature and size for each of the last five years, and details of works underway or contractually committed, and Employers who may be contacted for further information on those contracts.
 - d. Major items of construction equipment proposed to carry out the contract.
 - e. Qualifications and experience of key site management and technical personnel proposed for the contract.
 - f. Reports on the financial standing of the Bidder, such as profit and loss statements and auditor's reports for the past five years.

- g. Evidence of adequacy of working capital for this contract (access to line(s) of credit and availability of other financial resources).
- h. Authority to seek references from the Bidder's bankers.
- i. Information regarding any litigation, current or during the last five years, in which the Bidder is involved, the parties concerned, and disputed amount.
- j. Proposal for subcontracting components of the works amounting to more than 10 percent of the Bid Price (for each qualification should attached)
- k. The proposed methodology and program of construction, backed with equipment planning and deployment, duly supported with broad calculations and quality control procedures proposed to be adopted justifying their capability of execution and completion of the work as per technical specifications within the stipulated period of completion as per milestones (for all contracts over Rs 10M).
- l. PAN, Registration with GST, Provident Fund Authorities.
- m. EMD in approved form as prescribed under clause no.16

1.4.3 To qualify for award of the contract, bidders are advised to note the minimum qualification criteria specified below.

- i. Average annual financial turnover during the last three years ending 31st March of the previous financial year should be at least Rs.90.13 lakhs.
- ii. 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:
 - a. Three similar completed works each costing not less than Rs 120.17lakhs.
 - or
 - b. Two similar completed works each costing not less than Rs. 150.22 lakhs.
 - or
 - c. One similar completed works each costing not less than Rs. 240.35 Lakhs.
- iii. "Similar works" means construction/maintenance of marine structures which include Linkspans, Pontoons etc. In addition to above, the contractor has to also have the experience of building works. In case, the work is ongoing under maintenance period/contract, the tenders shall submit satisfactory performance certificate for maintenance of Linkspan and pontoon in place of completion certificate from the employer certifying satisfactory completion of portion of work with attended work amount/ value for the completed/attended period of the contract as a qualification criterion.

Further, in case of Similar work certificate issued by any private body, the bidder will be required to produce the CA certificate along with Tax Deducted at Source (TDS) certificate indicating the income tax deducted by the client for that work, which will form the basis for assessing the value of such completed work. In case of any discrepancies between the TDS (Form 16 or Form 26A) and the certificate of Chartered Accountant with regard to payment received from the client, it should be explained"

If the work is executed as Sub- contractor, it is mandatory to upload the sub-contract permission letter obtained from the Govt./Public sector officer in case work belongs to Govt./Public or from the owner of the project in case work belongs to private organization. Also completion certificate /form 3A authenticated by concern Govt./Public sector officer or owner of the project shall be uploaded along with TDS certificate deducted from that particular work issued by the competent authority shall be submitted along with bid submission.

- iv. In addition to above, the criteria regarding satisfactory performance of the work, Personnel, establishment, plant, equipment, etc. may be incorporated according to the requirement of the work.

1.4.4 To qualify for a package of contracts made up of this and other contracts for which bids are invited in the NIT, the bidder must demonstrate having experience and resources sufficient to meet the aggregate of the qualifying criteria for the individual contracts.

1.4.5 Sub- contractors' experience and resources shall not be taken into account in determining the bidder's compliance with the qualifying criteria except to the extent stated in 1.4.4 above.

1.4.6 Bidders who meet the minimum qualification criteria will be qualified only if their available bid capacity is more than the total bid value. The available bid capacity will be calculated as under:

Assessed Available Bid capacity= $A \times N \times 2 - B$, Where

"N" = Number of years prescribed for completion of the subject contract.

"A" = Maximum value of works executed in any one year during last seven years (at current price level)

"B" = Value at current price level of existing commitment s and on going works to be completed in the next ' N' years.

Note: For bringing the value of works to current level, following multiplying factors shall be applicable with reference to escalation based on WPI.

Financial Year	2021-22	2020-21	2019-20	2018-19	2017-18	2016-17	2015-16
Index	139.4	123.40	121.8	119.80	114.9	111.6	109.7
Multiplying factor	1.00	1.13	1.14	1.16	1.21	1.25	1.27

The Bidder shall furnish statements showing the value of existing commitments and on-going works as well as the stipulated period of completion remaining for each of the works preferably countersigned by the Nodal Officer or his nominee – in – charge.

1.4.7 Even though the bidders meet the above qualifying criteria, they are subject to be disqualified if they have:

- Made misleading or false representations in the forms, statements and attachments submitted in proof of the qualification requirements; and/or
- Record or poor performance such as abandoning the works, not properly completing the contract, inordinate delays in completion, litigation history, or financial failure etc.

1.4.8 Deleted

1.5. One Bid per Bidder

1.5.1 Each bidder shall submit only one bid for one package. A bidder who submits or participates in more than one bid (other than as a subcontractor or in cases of alternatives that have been permitted or requested) will cause all the proposals with the Bidder's participation to be disqualified.

1.5.2 Joint Venture (Not Applicable)

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

Note: JVs/ Consortia be allowed in all contracts of estimated cost of more than Rs.5 crores. However, there shall be no limit on the number of partners

1.6. Cost of Bidding

1.6.1 The bidder shall bear all costs associated with preparation and submission of his bid, and the Employers will in no case be responsible and liable for those costs.

1.7. Site Visit

1.7.1 The bidder, at the Bidder's own responsibility and risk is encouraged to visit and examine the Site of Works and its surroundings and obtain all information that may be necessary for preparing the Bid and entering into a contract for construction of the Works. The costs of visiting the Site shall be at the Bidders' own expense.

B. Bidding Documents

1.8. Content of Bidding Documents

1.8.1 The set of bidding documents comprises the documents listed in the table below and addenda issued in accordance with Clause 1.10:

- DC 1 : Bid Reference
- NIT : Invitation for Bids
- SECTION 1 : Instruction to Bidders
- SECTION 2 : Forms of Bid, Qualification Information
- SECTION 3 : Conditions of Contract
- SECTION 4 : Contract Data
- SECTION 5 : Specifications and Special Conditions
- SECTION 6 : Drawing
- SECTION 7 : Bill of Quantities
- SECTION 8 : Forms of Securities

1.8.2 One set of the bidding documents will be issued to the bidder. The document should be completed and returned with the bid.

1.8.2.1 The bidding documents shall be downloaded. The documents should be complied filled and submitted through on-line tendering process on website <http://kpt.nprocure.com>

1.8.3 The bidder is expected to examine carefully all instructions, conditions of contract, contract data, forms, terms, technical specifications, bill of quantities, forms, drawings, annexure in the bid document. Failure to comply with the requirements of the bid document shall be at the bidder's own risk. Pursuant to clause 1.26 hereof, bids which are not substantially responsive to the requirements of the bid documents shall be rejected.

1.9 Clarifications of the Bidding Documents

1.9.1 A prospective bidder requiring any clarification of the bidding documents may notify the employer in writing or by electronic form and be confirmed by hard copy at the Employer's address indicated in the invitation to bid. The employer will respond to any request for clarification which he received earlier than days (Suggested 7 days) prior to the deadline for submission of bids. Copies of the Employer's response will be forwarded to all purchasers of the bidding documents, including a description of the enquiry but without identifying its source. The clarifications shall be uploaded on Website of <https://kpt.nprocure.com>.

1.9.2 Pre – bid meeting (Not Applicable)

1.9.2.1 The bidder or his official representative is invited to attend a pre-bid meeting, which will take place at Old Board Room, A.O. Building, Gandhidham - Kutch, Gujarat on _____ @ 12:00 Hrs.

1.9.2.2 The purpose of the meeting will be to clarify issues and to answer question on any matter that may be raised at that stage.

1.9.2.3 The bidder is requested to submit any questions in writing or by cable to reach the Employer not later than one week before the meeting.

1.9.2.4. Minutes of the meeting, including the text of the questions raised (without identifying the source of enquiry) and the responses given will be uploaded on website <http://kpt.nprocure.com> without delay. Any modification of the bidding documents listed in Sub-Clause 1.8.1 which may become necessary as a result of the pre-bid meeting shall be made by the Employer exclusively through the issue of an Addendum pursuant to Clause 1.10 and not through the minutes of the pre-bid meeting.

1.9.2.5 Non-attendance at the pre-bid meeting will not be a cause for disqualification of a bidder.

1.10. Amendment of Bidding Documents

1.10.1 Before the deadline for submission of bids, the Employer may modify the bidding documents by using addendum.

1.10.2 Any addendum thus issued shall be part of the bidding documents and shall be communicated by uploading online on <http://kpt.nprocure.com>. Prospective bidders shall acknowledge receipt of each addendum by cable to the Employer.

- 1.10.3 To give prospective bidders reasonable time in which to take an addendum into account in preparing their bids, the Employer shall extend as necessary the deadline for submission of bids, in accordance with Sub-Clause 1.20.2 below.

C. Preparation of Bid

1.11. Language of the Bid

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

1.12. Documents comprising the Bid

- 1.12.1 The bid submitted by the bidder shall comprise the following:

A) Technical Bid

- i) Bid Security
- ii) Qualification Information Form and Document (Pursuant to clause 1.4 hereof) and any other materials required to be furnished and submitted by the bidder in accordance with these instructions. The documents listed under Sections 2, 4 and 7 of Sub-Clause 1.8.1 shall be filled in without exception.

B) Financial Bid

- i) Contractor's Bid dully filled and digitally signed by bidder.
- ii) Bill of Quantity dully filled and digitally signed by the Bidder.

1.13 Bid Prices

- 1.13.1 The contract shall be for the whole works as described in Sub-Clause 1.1 based on the priced Bill of Quantities submitted by the Bidder.
- 1.13.2 The bidder shall fill in rates and prices for all items of the works described in the Bill of Quantities. Items for which no rate or price is entered by the bidder will not be paid for by the employer when executed and shall be deemed covered by the other rates and prices in the Bill of Quantities. All pages of the Bill of Quantities shall be initiated.
- 1.13.3 All duties, taxes except (GST) and other levies payable by the contractor under the contract, or for any other cause shall be included in the rates, prices and total Bid price submitted by the Bidder.
- 1.13.4 The rates and prices quoted by the bidder shall be fixed for the duration of the contract and shall not be subject to adjustment on any account.

1.14. Currencies of Bid and payment

- 1.14.1 The Unit rates and the prices shall be quoted by the bidder entirely in Indian Rupees.

1.15. Bid Validity

1.15.1 Bids shall remain valid for a period not less than 120 days after the deadline date for bid submission specified in clauses 1.20. A bid valid for a shorter period shall be rejected by the Employer as non-responsive.

1.15.2 In exceptional circumstances, prior to expiry of the original time limit, the Employer may request that the bidders may extend the period of validity for a specified additional period. The request and the bidders' responses shall be made in writing or by cable. A bidder may refuse the request without forfeiting his bid security.

1.16. Bid Security (Earnest Money Deposit – EMD)

- A. Earnest Money Deposit (EMD) shall be 1% of the Estimated Cost put to tender subject to a maximum of Rs. 50 Lakhs.
- B. The EMD up to Rs. 5 Lakhs be payable either by Demand Draft / Pay Order / Banker's Cheque drawn in favor of Deendayal Port Authority payable at Gandhidham. EMD beyond Rs. 5 Lakhs be payable in the form of Bank Guarantee for the entire amount from any Nationalized / Scheduled Bank (except CO-Operative Banks) from any branch in India preferably from the local branch where the port is situated. Bank Guarantees submitted as Earnest Money shall be valid for 28 days beyond the validity of the bid /tender. 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 stand disqualified.
- C. EMD of unsuccessful bidders other than L1 & L2 be refunded immediately after ranking of price bids. Earnest Money of L2 be refunded immediately after entering into agreement with L1 and acceptance of Performance Guarantee from L1.
- D. EMD will be refunded suo-motto without any application from the bidders.

- E. The Bid security of the successful bidder will be discharged (refunded) after he has signed the Agreement and furnished the required Performance Security.
- F. The Bid Security may be forfeited, if
- (a) The Bidder withdraws the Bid after Bid Opening during the period of Bid Validity.
 - (b) The Bidder does not accept the correction of the Bid Price, pursuant to any arithmetic errors; or
 - (c) The successful Bidder fails within the specified time limit to
 - (i) Sign the Agreement or
 - (ii) Furnish the required Performance Security.
- G. 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 as per National industrial Classification -2008 mentioned in **the table below only shall become eligible for exemption** from payment of Tender fee/EMD. Such bidder shall upload the scanned copy of valid certificate in preliminary bid .

	SECTION	Manufacturing
Division 30		Manufacture of other transport equipment
Group 301		Building of ships and boats
Class 3011		Building of ships and floating structures
Division 30- Manufacture of other transport equipment)	Sub-Class 30115	Construction of floating structures (floating docks, pontoons, cofferdams, floating landing stages, buoys, floating tanks, barges, lighters, floating cranes, non-recreational inflatable rafts etc.)

1.17 Alternative proposals by bidders

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

1.18 Format and signing of bid

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

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

D Submission of bids

1.19 Sealing and marking of bids.

- 1.19.1 The bidder shall put Bid security document as per clause No.1.16, hereof in one envelope and properly seal and mark as "Bid Security". The bidder shall put documents mentioned in clause No: 1.12.1.A (ii) in separate envelope and properly seal and mark as "Technical Bid".

The bidder shall seal "Financial Bid" as per Clause No: 1.12.1. (B) hereof, in separate envelope duly marking the envelope as "Financial Bid".

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

- 1.19.2 The envelopes shall

(a) be addressed to Nodal Officer/Employer at the following address.

(Insert address of office for bid submission), and

(b) bear the following identification:

Bid for (Name of contract)

Bid reference no (Insert number)

DO NOT OPEN BEFORE (time and date for opening, per Clause 23)

Name and address of the bidder.

The tender complete in all respect should be put in the tender box (marked tender No_____) in the office of _____ upto- _____p.m. on due date and open at _____ on the same date in presence of such of the tenderers who may wish to be present.

- 1.19.3 In addition to the identification required in Sub-Clause 1.19.2, the inner envelopes shall indicate the name and address of the bidder of the bidder to enable the bid to be returned unopened in case it is declared late, pursuant to Clause 1.21, or the bid is declared non responsive. If the outer

envelopes are not sealed and marked as above, the Employer will assume no responsibility for the misplacement or premature opening of the technical bid and financial bid.

1.20 Deadline for submission of the Bids

1.20.1 Bids must be received by the Employer at the address specified above not later than 15:00 hrs on /04/2023 in the event of the specified date for the submission of bids being declared a holiday by the Employer. The bids will be received up to the appointed time on the next working day.

1.20.2 The Employer may extend the deadline for submission of bids by issuing an amendment in accordance with Clause 1.10, in which case all rights and obligations of the Employer and the bidders previously subject to the original deadline will then be subject to the new deadline.

1.20.3 In case of tender document being downloaded from the web site, at the time of submission of (the hard copy of) the tender document. The tenderer shall give an undertaking that no change have been made in document. He shall be giving an undertaking that no change have been made in document. He shall be issued a printed set of document under acknowledgment with a condition that the printed version of the port tender document will be treated as authentic tender and if any discrepancy is noticed at any stage between the Port's tender document and the one submitted by the tenderer, the conditions mentioned in the Port's printed document shall prevail. Besides, the tenderer shall be liable for legal action for the lapses. Insert time and date; this should be the same as those given in the invitation for Bids Clause No.1.20.

1.21 Late Bids

1.21.1 Any bid received by the Employer after the deadline prescribed in Clause 1.20 will be considered as non-responsive.

1.22. Modification and Withdrawal of Bids

1.22.1 Bidders may modify or withdraw their bids before the deadline prescribed in Clause 1.20.

1.22.2. Each Bidder's modification or withdrawal notice shall be prepared, sealed, marked, and delivered in accordance with Clauses 1.18 & 1.19, with the outer and inner envelopes additionally marked "MODIFICATION" or "WITHDRAWAL" as appropriate.

1.22.3. No bid may be modified after the deadline for submission of bids.

1.22.4. Withdrawal or modification of a Bid between the deadline for submission of bids and the expiration of the original period of bid validity in Clause 1.15.1 above or as extended pursuant to Clause 1.15.2 may result in forfeiture of the Bid Security pursuant to Clause 1.16.

1.22.5 Tenders with any condition, including conditional rebate shall be rejected. However, tenders with unconditional rebate will be accepted.

E. BID OPENING AND EVALUATION

1.23. Bid opening

1.23.1 On the due date and appointed time as specified in clause 1.20, the Employer will first open Technical bids of all bids received (except those received late) including modifications made pursuant to clause 1.22 in presence of the bidders or their representative who choose to attend. In the event of the specified date for Bid opening being declared a holiday by the Employer, the bids will be opened at the appointed time and location on the next working day.

1.23.2. Envelopes marked "WITHDRAWAL" shall be opened and read out first. Bids for which an acceptable notice of withdrawal has been submitted pursuant to Clause 1.22 shall not be opened.

Bidder's name, withdrawals, modifications of technical bid, the presence of bid security and such other details, as the Employer may consider appropriate will be announced by the Employer at the opening.

1.23.3. If all Bidders have submitted unconditional Bids together with requisite bid security, then all bidders will be so informed then and there. If any Bid contains any deviation from the Bids documents and/or if the same does not contain Bid security in the manner prescribed in the Bid documents, then that Bid will be rejected and the Bidder informed accordingly. The sealed financial bid containing priced BOQ will be returned to him without opening. All valid financial bids whose technical bids have been determined to be substantially responsive in accordance with Clause 1.26 hereof, shall be opened on the specified date from declaring the results of the Technical Bid, in presence of the bidders or their representatives who choose to attend. The Bidder's name, the Bid prices, the total amount of each Bid and of any alternative Bid (if alternatives have been requested or permitted), any discounts, Bid modifications and withdrawals, and such

other details as the Employer at the opening. Any bid price, discount, or alternative Bid price which is not read out and recorded at Bid opening, will not be taken into account in Bid evaluation.

- 1.23.4 The Employer shall prepare minutes of the Bid opening, including the information disclosed to those present in accordance with sub clause 23.3 and the minutes shall form part of the contract.

1.24. Process to be confidential.

Information relating to the examination, clarification, evaluation and comparison of the bids and recommendations for the award of a contract shall not be disclosed to Bidders or any other persons not officially concerned with such process until the award to the successful bidder has been announced.

1.25. Clarification of Bids

To assist in the examination and comparison of Bids, the Employer may, at his discretion, ask any Bidder for clarification of his Bid, including breakdown of unit rates. The request for clarification and the response shall be writing or by cable, but no change in the price or substance of the Bid shall be sought, offered, or permitted except as required to conform the correction of arithmetic errors discovered by the Employer in the evaluation of the Bids in accordance with Clause 1.27.

Subject to above para, no Bidder shall contact the Employer on any matter relating to his bid from the time of the bid opening to the time the contract is awarded. If the Bidder wishes to bring additional information to the notice of the Employer, he should do so in writing.

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

1.26. Examination of Bids and Determination of Responsiveness

- 1.26.1 Prior to detailed evaluation of Bids, the Employer will determine whether each Bid (a) meets the eligibility criteria defined in Clause 1.4 (b) has been properly signed by an authorized signatory (accredited representative) holding power of Attorney in his favor. The Power of Attorney shall inter alia include a provision to bind the Bidder to settlement of disputes clause; (c) is accompanied by the required Bid security and; (d) is responsive to the requirements of the Bidding documents.

- 1.26.2 A substantially responsive Technical and Financial Bid is one which conforms to all the terms, conditions and specification of the Bidding documents, without material deviation or reservation. A material deviation or reservation is one (a) which affects in any substantial way the scope, quality or performance of the works; (b) which limits in any substantial way, the Employer's rights or the Bidder's obligations under the Contract; or (c) whose rectification would affect unfairly the competitive position of other Bidders presenting responsive Bids.
- 1.26.3 If a Technical Bid is not substantially responsive, it will be rejected by the Employer, and may not subsequently be made responsive by correction or withdrawal of the non-conforming deviation or reservation.
- 1.26.4 The envelop marked as financial bid of those bidders whose technical bid has been determined to be non-responsive shall not be opened and will be returned unopened.
- 1.27. Correction of Errors.**
- 1.27.1 Bids determined to be responsive will be checked by the Employer for any arithmetic errors. Errors will be corrected by the Employer as follows:
- (a) Where there is a discrepancy between the rates in figures and in words, the rate in words will govern; and
 - (b) Where there is a discrepancy between the unit rate and the line item total resulting from multiplying the unit rate by the quantity, the unit rate as quoted will govern.
- 1.27.2 The amount stated in the Bid will be adjusted by the Employer in accordance with the above procedure for the correction of errors and, with the concurrence of the Bidder, shall be considered as binding upon the bidder. If the bidder does not accept the corrected amount the Bid will be rejected, and the Bid security may be forfeited in accordance with Sub-Clause 1.16.F. (B).

1.28. NIL

1.29 Evaluation and Comparison of Bids

1.29.1 The Employer will evaluate and compare only the bids determined to be responsive in accordance with Clause 1.26

1.29.2 In evaluating the Bids, the Employer will determine for each Bid the evaluated Bid Price by adjusting the Bid Price as follows:

- (a) Making any correction for errors pursuant to Clause 1.27;
- (b) Making appropriate adjustments to reflect discounts or other price modification offered in accordance with Sub Clause 1.22.5

1.29.3. The estimated effect of the price adjustment conditions under Clause 3.47 of the conditions of contract, during the period of implementation of the Contract, will not be taken into account in Bid evaluation.

1.29.4. If the Bid of the successful Bidder is seriously unbalanced in relation to the Nodal Officer or his nominee's estimate of the cost of work to be performed under the contract, the Employer may require the Bidder to produce detailed price analyses for any or all items of the Bill of Quantities, to demonstrate the internal consistency of those prices with the implementation/construction methods and schedule proposed.

F. AWARD OF CONTRACT

1.30 Award Criteria

1.30.1 The Employer will award the Contract to the Bidder whose Bid has been determined to be responsive to the Bidding documents and who has offered the lowest evaluated Bid Price, provided that such Bidder has been determined to be (a) eligible in accordance with the provisions of Clause 1.3, and (b) qualified in accordance with the provisions of Clause 1.4. The second bidder (i.e.L2) shall be kept in reserve and may be invited to match the bid submitted by the (L1) bidder in case such bidder withdraws or is not selected for any reason.

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

Notwithstanding clause 1.29, the Employer reserve the right to accept or reject any bid and to cancel the bidding process and reject all bids, at any time prior to the award of contract, without thereby incurring any liability to the affected bidder or bidders of the grounds for Employer's action.

1.32 Notification of Award and Signing of Agreement

1.32.1 The Bidder whose bid has been accepted will be notified of the award by the Employer prior to expiration of the Bid validity period by cable, telex or facsimile confirmed by registered letter. This letter (hereinafter and in the Conditions of Contract called the "Letter of Acceptance") will state the sum that the Employer will pay the Contractor in consideration of the execution, completion and maintenance of the works by the Contractor as prescribed by the Contract (hereinafter and in the Contract called the "contract Price").

1.32.2. The notification of award will constitute the formation of the Contract subject only to the furnishing of a performance security in accordance with the provision of Clause 1.33.

1.32.3. The Agreement will incorporate all correspondence between the Employer and the successful bidder. It will be signed by the employer and sent to the successful Bidder within (28 days of award of work for global tender and

Within 14 days for domestic tender) following the notification of award along with the Letter of Acceptance. Within (28 days for global tender and within 21 days for domestic tender) of receipt, the successful Bidder will furnish the performance security and sign the Agreement with the Employer.

1.32.4 Upon the furnishing by the successful Bidder of the Performance Security, the Employer will promptly notify the other Bidders that their Bids have been unsuccessful.

1.33. Performance Security

Security Deposit shall consist of Performance Guarantee to be submitted at award of work. Performance Guarantee should be 3% of the contract price which should be submitted in form of bank Guarantee of Nationalized/Scheduled banks having its branch at Gandhidham or Demand Draft, within (21 days in case of domestic bids and within 28 days in case of global bids) of receipt of Letter of acceptance/ Intent which will be refunded immediately not later than 14 days from completion of contract defect liability period.

Failure of successful Bidder to comply with the requirement 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.

The documentary evidence (copy of paid Challan in Govt. Treasury) of Welfare Cess @1% of work done or as amended by Statutory Authority from time to time, paid on final bill shall be submitted before releasing the Performance Guarantee.

1.34 Advance Payment

- 1.34.1 The Employer will provide an Advance payment on the Contract Price as stipulated in the Conditions of Contract, subject to maximum amount, as stated in the Contract Clause 3.51.

1.35 Conciliator

- 1.35.1 The Employer proposes that CIDC – SIAC Arbitration Centre be appointed as Conciliator under the contract as provided in sub-clause 3.24.1 of condition of contract. If the bidder disagrees with this proposal, the bidder should so state in the bid.

1.36. Corrupt or Fraudulent Practices

- 1.36.1 The Employer requires that Bidders/Suppliers/Contractors under this contract, observe the highest standard of ethics during the procurement and execution of this contract. In pursuance of this policy, the Employer:

- (a) Defines, for the purpose of these provisions, the terms set forth below as follows:
- (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 Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Employer of the benefits of free and open competition.
- (b) Will reject a proposal for award of work if he determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question.
- (c) Will declare a Bidder ineligible, either indefinitely for a stated period of time, to be awarded a contract/contracts if he at any time determines that the Bidder has engaged in corrupt or fraudulent practices in competing for or in executing, the contract.
- 1.36.2 Furthermore, Bidders shall be aware of the provision stated in sub-clause 3.59.2 of the conditions of Contract.

Contractor

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

SECTION: 2

FORMS OF BID, QUALIFICATION INFORMATION

TABLE OF FORMS

- 1. FORM OF BID**
- 2. CONTRACTOR'S BID**
- 3. PRE-QUALIFICATION OF BIDDERS**
- 4. LETTER OF ACCEPTANCE**
- 5. NOTICE TO PROCEED WITH THE WORK**
- 6. AGREEMENT FORM**

SPECIMEN FOR FORM OF BID
(To be executed on bidder's letter head)

Date-

Tender No. 03- P/ 2023

Name of Work: Annual Maintenance Contract for Link Spans, Pontoons and Terminal facilities at Dahej."

To

The Superintending Engineer (P),
Deendayal Port Authority, Kandla,
Annexe, A.O. Building
Gandhidham - 370201,
Dist - Kutch (Gujarat)

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) The total price of our tender, excluding any discounts offered in item(d) below, is [insert the total tender price in words and figures, indicating the various amounts and the respective currencies];[in case of techno-commercial offer it shall be mentioned that 'as filled in the price bid']
- (d) The discounts offered and the methodology for their application are:
Discounts. if our tender is accepted, the following discounts shall apply.
Methodology of application of the discounts. The discounts shall be applied using the following method:
- (e) our tender shall be valid for the period of time specified in **[ITB Sub-clause 1.15.1]**, from the date fixed for the tender submission deadline in accordance with **[ITB Sub- clause 1.20.1]** , 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 **[ITB Sub-clause 1.15.2];**

- (f) If our tender is accepted, we commit to submit a performance guarantee in accordance with [insert relevant clause no., ITB Sub-clause 1.33] for the due performance of the contract, as specified in specimen form for the purpose.
- (g) We, including any subcontractors or contractors for any part of the contract,
- (h) We have no conflict of interest in accordance with [ITB Sub-clause no 1.3.2].**
- (i) Our firm, its affiliates or subsidiaries- including any subcontractors or contractors for any part of the contract – has not been declared ineligible by the port, under laws of India or official regulations in accordance with[ITB Sub-clause no.1.3.4]**
- (j) 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[**ITB Sub-clause 1.32**] and as per specimen from the purpose;
- (k) We understand that you are not bound to accept the lowest evaluated tender or any other tender that you may receive.
- (l) We also make specific note clauses of [ITB, NIT] under which the contract is governed.
- (m)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.
- (n) 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)

CONTRACTOR'S BID

Description of the works: - **"Annual maintenance contract for Linkspans, Pontoons and Terminal facilities at Dahej."**

TO

----- (The employer)

Address

GENTLEMEN,

We offer to execute the works described above in accordance above with the conditions of

Contract accompanying this bid for the contract price of _____(in figures)

_____(in letters)

The advance payment required / not required as per rule.

We accept appointment of _____as the conciliator's letter.

Or

We do not accept the appointment of _____ as the conciliator and proposed instruct that _____ be appointed as conciliator who's daily fees and biographical data are attached.

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.

PRE-QUALIFICATION OF BIDDERS

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

YEAR	TURN OVER
2019-20	
2020-21	
2021-22	
Average	

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 completed similar work as defined in the tender document during last 7 years	2015-16		
	2016-17		
	2017-18		
	2018-19		
	2019-20		
	2020-21		
	2020-22		

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 bid capacity (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 contract Rs	Stipulated Period of completion	Value of remaining to be completed	Anticipated 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 contract Rs.	Stipulated Period of completion	Date when decision is expected	Remarks if any
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 are essential for carrying out the works. The bidder should list all information requested below.

Item of equipment	Requirement no. capacity	Owned/leased /to be procured	No’s/ capacity	Age/condition	Remarks(from whom to be purchased)
1	2	3	4	5	6

6. Qualification and experience of key personnel proposed for administration and execution of the contract. Attach biographical data. Refer also to sub. clause 1.4.2 (e) of instructions to bidders and sub.clause 3.9.1 of the conditions of contract.

Position	Name	Qualification	Years of experience (general)	Years of experience in the proposed position
Project manager				
Discipline specialist etc.,				

7. Proposed sub-contracts and firms involved.

Sections of the works	Value of sub-contract	Sub-contractor (name and address)	Experience in similar work

8. Information on litigation 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]

LETTER OF ACCEPTANCE
(On letterhead paper of the port)

_____(date)

TO: _____
(Name and address of the contractor)

Dear Sirs,

Sub: Tender no. **“Annual maintenance contract for Linkspans, Pontoons and Terminal facilities at Dahej.”**

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 upto 28 days from the date of completion obligations expiry of taking over certificate subject to removal of defects period i.e. upto ____ 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
Deendayal Port Authority

ISSUE OF NOTICE TO PROCEED WITH THE WORKS

(Letterhead of the Port)

_____ dated

To
(Name and address of the contractors)

Dear Sirs,

Sub: Tender no. **03 P/2023** “**Annual maintenance contract for Linkspans, Pontoons and Terminal facilities at Dahej.**”

Ref: Letter of acceptance no. dated

Pursuant to your furnishing the requisite security as stipulated in [clause 3.52 of general conditions of contract] and signing of the contract for execution of the _____ 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,

Superintending Engineer(P)
Deendayal Port Authority

SPECIMEN CONTRACT AGREEMENT

(to be executed on Rs.100%-non-judicial stamp paper)

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

THIS CONTRACT AGREEMENT is made

The [insert: number] day of [insert: month], [insert: year]

Between

(1) The Board of Deendayal Port Authority of Kandla, an autonomous body of the ministry of SHIPPING of the Government of INDIA, incorporated under the Major Port Authorities Act, 2021 as amended thereafter, under the laws of India and having its principal place of business at A.O. Building, Post Box No.50, Gandhidham – (Kutch), Gujarat State, India (hereinafter called "the port"), and

(2) [insert name of the contractor], [incorporated under] the laws of [country of contractor] and having its place of business at [insert: address of contractor] (hereafter called "the contractor")

WHEREAS the employer board invited tenders against tender no.[number] for execution of [tender title and brief description] and has accepted a tender by the contractor in accordance with the supply/delivery schedules, in the sum of [insert contract price in words and figures, expressed in the contract currency(ies)] (hereafter called "contract price")

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this agreement words and expressions shall have the same meanings as per respectively assigned to them in the conditions of contract refer to.
2. the following documents shall constitute the contract between the employer/ board and the contractor, and each shall be read and construed as an integral part of the contract:

- (a) This contract agreement;
- (b) Special conditions of contract;
- (c) General conditions of contract;
- (d) Technical requirements (including schedule of requirements and technical specifications, drawings);
- (e) Notice inviting tender;
- (f) Replies issued to the pre-bid queries, addenda if any issued [numbers and date];
- (g) The contractor's bid and original price and delivery schedules;
- (h) The employer/ board's notification of award;
- (i) [correspondence the employer/board has exchanged with the bidder till and after award of contract [specific letters and dates]
- (j) And [add here any other documents]

AND WHEREAS

EMPLOYER/BOARD accepted the bid of CONTRACTOR for the provision and the execution of WORK at the CONTRACT PRICE as indicated in CONTRACT upon the terms and subject to the conditions of contract. Now this CONTRACT AGREEMENT witnessed and it is hereby agreed and declared as follows:

3. In consideration of the payment to be made to CONTRACTOR for work to be executed by him. CONTRACTOR hereby covenants with EMPLOYER/ BOARD what CONTRACTOR shall and will duly provide, execute and complete work and things in CONTRACT, mentioned or described or which are to be implied there from or may be reasonably necessary for completion of work and the times and in the manner and subject to the terms and conditions or stipulations mentioned in CONTRACT.

4. In consideration of the due provision, execution and completion of work by the contractor in accordance with the terms of the contract, the employer / board does hereby agree with contractor that employer /board will pay to contractor the respective amounts for the work actually done by him and approved by employer/board as per payment terms accepted in contract and payable to contractor under provision of contract at such manner as provided for in the contract.
5. In consideration of the due provision, execution and completion of work, contractor done hereby agree to pay such sums as may be due to employer/ board for the services rendered by employer/ board to contractor as set forth in contract and such other sums as may become payable to employer/ board towards loss, damage to the employer/ board's equipment, materials etc. and such payments to be made at such time and in such manner as is provided in the contract.

IN WITNESS where of the parties hereto have caused this agreement to be executed in accordance with the laws of [insert name of the contract governing law country] on the day, month and year indicated above.

For and behalf of the employer/ board

Signed: [insert signature]

In the capacity of [insert title or other appropriate designation]

In the presence of [insert identification of official witness]

For any behalf of the contractor

Signed: [insert signature of authorized representatives of the contractor]

In the capacity of [insert title or other appropriate designation]

In the presence of [insert identification of official witness]

SECTION 3

CONDITIONS OF CONTRACT

CONDITIONS OF CONTRACT

A. General

3.1 Definitions

3.1.1 Terms which are defined in the Contract Data are not also defined in the Conditions of Contract but keep their defined meanings capital initials are used to identify defined terms.

The conciliator is the person appointed jointly by the Employer and the Contractor to resolve disputes in the first instance as provided for in Clause 3.24 & 3.25. The names of the adjudicator are defined in the contract data.

Bill of Quantities means the priced and completed Bill of Quantities forming part of the Bid.

Compensation Events are those defined in Clause 3.44

The Completion Date is the date of Completion of the Works as certified by the Nodal Officer or his nominee in accordance with Sub Clause 3.55.1

The Contract is the contract between the Employer and the Contractor to execute, complete and maintain the Works. It consists of the documents listed in Clause 3.2.2 below.

The Contract Data defines the documents and other information which comprise the Contract.

The Contractor is a person or corporate body whose Bid to carry out the Works has been accepted by Employer.

The Contractor's Bid is the completed Bidding documents submitted by the Contractor to the Employer.

The Contract Price is the stated in the letter of acceptance and thereafter as adjusted in accordance with the provisions of the Contract.

Days are calendar days, months are calendar months.

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

The Defects Liability Period is the Period named in the Contract Data and calculated from the Completion Date.

The Employer is the party who will employ the contractor to carry out the Works.

The Nodal Officer or his nominee is the person named in the Contract Data (or any other Competent person appointed and notified to the contractor to act in replacement of the Nodal Officer or his nominee) who is responsible for supervising the Contractor, Administering the Contract, certifying payments due to the Contractor,

issuing and valuing Variations to the contract, awarding extensions of time and valuing the Compensation Events.

Equipment is the Contractor's machinery and vehicles brought temporarily to the Site to construct the Works.

The Initial Contract Price is the Contract Price listed in the employer's Letter of Acceptance.

The Intended completion Date is the date on which it is intended that the Contractor shall complete the works. The Intended Completion Date is specified in the Contract Data. The Intended Completion Date may be revised only by the Nodal Officer or his nominee by issuing an extension of time.

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.

The Site is the area defined as such in the Contract Data.

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.

Specification means the Specification of the Works included in the Contract and any modification or addition made or approved by the Nodal Officer or his nominee.

The Start Date is given in the Contract Data. It is the date when the Contractor shall commence execution of the works. It does not necessarily coincide with any of the Site Possession Date.

A Subcontractor is a person or corporate body who has a Contract with the Contractor to carry out a part of the work in the Contract which includes work on the site.

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

A Variation is an instruction given by the Nodal Officer or his nominee which varies the Works.

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

The Trained Work Person are 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 program run under the auspices of a University, State Technical Board, Ministry of Government of India.

Board – Board of Deendayal Port Authority, an autonomous body incorporated under the Major Port Authorities Act, 2021 as amended from time to time.

Chairman means the Chairman of the Board of Deendayal Port Authority.

3.2 Interpretation

3.2.1 In interpreting this Condition of Contract, singular also means plural, male also means female or neuter and the other way around. Headings have no significance. Words have their normal meaning under the language of the Contract instructions clarifying queries about the Conditions of Contract.

1.2.1.1 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).

3.2.2 The documents forming the Contract shall be interpreted in the following order of priority:

1. Agreement
2. Letter of Acceptance and notice to proceed with Works Contractor's Bid.
3. Contract Data
4. Conditions of Contract including Special Conditions of Contract
5. Specifications
6. Drawings
7. Bill of quantities and
8. Any other documents listed in the Contract Data as forming part of the Contract.

3.3 Language and Law

- 3.3.1 The language of the Contract and the law governing the Contract are stated in the Contract Data.

3.4 Nodal Officer or his nominee's Decisions

- 3.4.1 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.

3.5 Delegation

- 3.5.1 The Nodal officer or his nominee may delegate any of the duties and responsibilities to other people except to the Conciliator after notifying the Contractor and may cancel any delegation after notifying the Contractor.

3.6 Communications

- 3.6.1. 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).

3.7 Joint Venture (Not Applicable)

Companies/Contractors may jointly undertake contract/contracts. Each only would be jointly and severally responsible for completing the task as per the contract, however declaration of the Lead member to be indicated by bidders, however JV has to designate in their MOU. The firms with at least 26% equity holding each be allowed to jointly meet the legibility criteria.

Note: JVs/Consortia be allowed in all contracts of estimated cost of more than Rs.5 crores. However, there shall be no limit on the number of partners.

3.8 Subcontracting

- 3.8.1 The Contractor may subcontract with the approval of the Nodal Officer or his nominee but may not assign the Contract without the approval of the

Employer in writing. Subcontracting does not alter the Contractor's obligations.

3.8.2 Other Contractor

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.

3.9 Personnel

3.9.1 The Contractor shall employ the key personnel named in the Schedule of Key Personnel as referred to in the Contract Data to carry out the functions stated in the Schedule or other personnel approved by the 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.

3.9.2. 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.

3.10 Employer's and Contractor's Risks

3.10.1 The Employer carries the risks which this contract states are Employer's risks and the Contractor carries the risks which this Contract states are Contractor's risks.

3.11 Employers Risks

3.11.1 The Employers risks are

- (a) In so far as they directly affect the execution of the Works in the country where the Permanent Works are to be executed:

- (i) War and hostilities (whether war be declared or not), invasion, act of foreign enemies:
- (ii) Rebellion, revolution, insurrection, or military or usurped power, or civil war,
- (iii) Ionizing radiations, or contamination by radioactivity from any nuclear fuel, or from any nuclear waste, from the combustion of nuclear fuel, radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof:
- (iv) Pressure waves caused by aircraft or other aerial devices traveling at sonic or supersonic speeds; and
- (v) riot, commotion or disorder, unless solely restricted to the employees of the Contractor or of his Subcontractors and arising from the conduct of the Works;
- (vi) floods, tornadoes, earthquakes and landslides
- (b) Loss or damage due to the use or occupation by the Employer of any Section or part of the Permanent Works, except as may be provided for in the Contract;
- (c) loss or damage to the extent that it is due to the design of the Works, other than any part of the design provided by the Contractor or for which the Contractor is responsible; and
- (d) Any operation of the forces of nature (in so far as it occurs on the Site) which an experienced contractor:
 - (i) could not have reasonably foreseen, or
 - (ii) Could reasonably have foreseen, but against which he could not reasonably have taken at least one of the following measures.
 - A. Prevent loss or damage to physical property from occurring by taking appropriate measures, or
 - B. Insure against.

3.12 Contractor's risks

3.12.1 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.

3.13 Insurance

3.13.1 The Contractor shall provide in the joint names of the employer and the Contractor, insurance cover from the Start Date to the end of the Defects Liability Period, in the amounts and deductibles state in the Contract Data for the following events which are due to the Contractors risks.

- a) Loss of or damage to the Contractors risks.
- b) Loss of or damage to Equipment;
- c) Loss of or damage property (except the Works, Plant, Materials and Equipment in connection with the Contract, and
- d) Personal injury of death.

3.13.2 Policies and certificates for insurance shall be delivered by the Contractor to the Nodal Officer or his nominee for the Nodal Officer or his nominee's approval before Start Date. All such insurance shall provide for compensation to be payable in the types and proportions of currencies required to rectify the loss or damage incurred.

3.13.3. If the Contractor does not provide any of the policies and certificates required, the Employer may effect the insurance which the Contractor should have provided and recover the premiums the Employer has paid from payments otherwise due to the Contractor or, if no payment of the premiums shall be a debt due.

3.13.4. Alternate to the terms of insurance shall not be made without the approval of the Nodal Officer or his nominee.

3.13.5. Both parties shall comply with all conditions of the insurance policies.

3.14 Site Investigation Reports

- 3.14.1 The Contractor, in preparing the Bid, shall rely on the Investigation Report referred to in the Contract Data, supplemented by any information available to the Bidder.

3.15. Queries about the Contract Data.

- 3.15.1 The Nodal Officer or his nominee will clarify queries on the Contract Data.

3.16. Contractor to Construct the Works.

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

3.17. The Works to Be Completed by the Intended Completion Date.

- 3.17.1 The Contractor may commence execution of the Works on the Start Date and shall carry out the Works in accordance with the program submitted by the Contractor as updated with the approval of the Nodal Officer or his nominee, and complete them by the Intended Completion Date.

3.18. Approval by the Nodal Officer or his nominee.

- 3.18.1 The Contractor shall submit Specifications and Drawings showing the proposed Temporary Works to the Nodal Officer or his nominee, who is to approve them if they comply with the specifications and Drawings.

- 3.18.2. The Contractor shall be responsible for design of Temporary Works.

- 3.18.3. The Nodal Officer or his nominee's approval shall not alter the Contractor's responsibility for design of the Temporary Works.

3.18.4. NIL

- 3.18.5 All Drawings prepared by the Contractor for the execution of the temporary or permanent Works, are subject to prior approval by the Nodal Officer or his nominee before their use.

3.19. Safety

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

3.20 Discoveries

- 3.20.1 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.

3.21 Possession of the Site

- 3.21.1 The Employer shall give possession of all parts of the Site to the Contractor, free from encumbrances. If possession of a part is not given by the date stated in the Contract Data the Employer is deemed to have delayed the start of the relevant activities and this will be a Compensation Event.

3.22 Access to the Site

- 3.22.1. The Contractor shall allow the Nodal Officer or his nominee and any person authorized by the Nodal Officer or his nominee access to the Site to any place where work in connection with the Contract is being carried out or is intended to be carried out and to any place where materials or plant are being manufactured, fabricated and/or assembled for the works.

3.23. Instructions

- 3.23.1. The Contractor shall carry out all instructions of the Nodal Officer or his nominee which comply with the applicable laws where the Site is located.

3.24. Disputes

- 3.24.1. 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.

3.25. Settlement of Disputes

- 3.25.1. 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 crores and above, and for contracts valuing less than Rs. 5 crores, 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.

3.25.2 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.

3.25.3. Arbitration

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

- (i) A dispute with Dispute review expert shall be finally settled by arbitration in accordance with the Indian Arbitration and Conciliation Act, 1996, or any statutory amendment thereof. The arbitral tribunal shall consist of 3 arbitrators,

one each to be appointed by the Employer and the Contractor, and the third to be appointed by the mutual consent of both the arbitrators, falling which by making a reference to CIDC-SIAC Arbitration Centre from their panel.

(ii) Neither party shall be limited in the proceeding before such arbitrations to the evidence or arguments already put before the Nodal Officer or his nominee or the Board, as the case may be, for the purpose of obtaining said recommendations/decision. No such recommendations/decision shall disqualify the Nodal Officer or his nominee or any of the members of the Board, as the case may be, from being called as a witness and giving evidence before the arbitrators or any matter whatsoever relevant to the dispute.

(iii) The reference to arbitration shall proceed notwithstanding that the works shall not then be or be alleged to be complete, provided always that the obligations of the Employer, the Nodal Officer or his nominee and the Contractor shall not be altered by reason of the arbitration being conducted during the progress of the works. Neither party shall be entitled to suspend the works to which the dispute relates, and payment to the contractor shall be continued to be made as provided by the contract.

(iv) If one of the parties fails to appoint its arbitrator in pursuance of sub-clause [i], within 14 days after receipt of the notice of the appointment of its arbitrator by the other party, then chairman of the nominated Institution shall appoint arbitrator within 14 days of the receipt of the request by the nominated institution. A certified copy of the chairman's order, making such an appointment shall be furnished to both the parties.

(v) Arbitration proceedings shall be held at, and the language of the arbitration proceeding and that of all documents and communications between the parties shall be 'English'

(vi) The decision of the majority of arbitrators shall be final and binding upon both parties. The expenses of the arbitrators as determined by the arbitrators shall be shared equally by the Employer and the Contractor. However, the expenses

incurred by each party in connection with the preparation, presentation, etc. of its case prior to, during and after the arbitration proceedings shall be borne by each party itself.

- (vii) All arbitration awards shall be in writing and shall state the reasons for the award.
- (viii) Performance under the contract shall continue during the arbitration proceedings and payments due to the contractor by the employer shall not be withheld, unless they are subject matter of the arbitration proceedings.

3.26 Replacement of Conciliator

- 3.26.1 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.

B. TIME CONTROL

3.27 Program

- 3.27.1 Within the time stated in the contact data the contractor shall submit to the Nodal officer or his nominee for approval a program showing the general methods arrangements, order, and timing for all the activities in the works along with monthly cash flow forecast.
- 3.27.2. An update of the program shall be a program showing the actual progress achieved on the timing of the progress achieved on the timing of the remaining work including any changes to the sequence of the activities.
- 3.27.3. The contractor shall submit to the Nodal Officer or his nominees, for approval an updated program at intervals no longer than the period stated in the contract data. If the contractor does not submit an updates program within this period, the Nodal Officer or his nominee may withhold the

amount stated in the contract data from the next payment certificate and continue to withhold this amount until the next payment after the date on which the overdue program has been submitted.

- 3.27.4 The nodal officer or his nominee's approval of the program shall not alter the contractor's obligations. The contractor may revise the program and submit it to the nodal officer or his nominee again at any time. A revised program is to show the effect of variations and compensation events.

3.28. Extension of the intended completion date.

The nodal officer or his nominee shall extend the intended completion date if a compensation event occurs or a variation is issued which makes it impossible for completion to be achieved by the intended completion date without the contractor taking steps to accelerate the remaining work and which would cause the contractor to incur additional cost. The nodal officer or his nominee shall decide whether and by how much to extend the intended completion date within 21 days of the contractor asking the Nodal Officer or his nominee for a decision upon the effect of a compensation event or variation and submitting full supporting information. If the contractor has failed to give early warning of a delay or has failed to cooperate in assessing the new intended completion date.

3.29. The Early Warning Provisions shall be as per clause 3.32

3.30. Delays Ordered by the Nodal Officer or his nominee.

- 3.30.1. The Nodal Officer or his nominee may instruct the contractor to the start or Progress of any activity within the works.

3.31. Management Meeting

- 3.31.1. 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.
- 3.31.2. 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 state in writing to all attended the meeting.

3.32. Early warning

- 3.32.1. 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 estimates are to be provided by the contractor as soon as reasonably possible.
- 3.32.2. 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.

C. QUALITY CONTROL

3.33. Identify Defects

- 3.33.1. The 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.

3.34. Tests

- 3.34.1. If the 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.

3.35. Correction of Defects

3.35.1 The 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.

3.35.2. 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.

3.36. Uncorrected Defects

3.36.1 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.

D. COST CONTROL

3.37. Bill of Quantities

3.37.1 The Bill of Quantities shall contain items for the construction, supply, installation, testing and commissioning work to be done by the Contractor.

3.37.2 The bill of quantities is used to calculate the Contract Price. The Contractor is paid for the quantity of the work done at the rate in the Bill of Quantities for each item.

3.38. Changes in the Quantities

3.38.1. If the final quantity of the work done differs from the quantity in the Bill of Quantities for the particular item by more than + 25 percent provided the change exceeds + 10% of initial Contract Price, the Nodal Officer or his nominee shall adjust the rate (s), to allow for the change, in accordance with Clause 3.40.

3.38.2. The Nodal Officer or his nominee shall not adjust rates from changes in quantities if thereby the initial Contract Price is exceeded by more than 15 percent except with prior approval of the Employer.

3.38.3. If requested by the Nodal Officer or his nominee where the quoted rate (s) of any item(s) is / are abnormally high, the Contractor shall provide the Nodal Officer or his nominee with a detailed cost breakdown of such rate in the Bill of Quantities.

3.39. Variations

3.39.1 All Variations shall be included in updated programs produced by the Contractor.

3.40. Payment for Variations

3.40.1 Variation permitted shall not exceed +25% in quantity of each individual item, and +10% of the total contract price, within 14 days of the date of instruction for executing varied work, extra work or substitution, and before the commencement of such work, notice shall be given either (a) by the contractor to the Employer of his intention to claim the extra payment or a varied rate or price, or (b) by the Employer to the contractor of his intention to vary rate or price.

3.40.2 For items not existing in the Bill of Quantities or substitution to items in the Bill of Quantities, rate payable should be determined by methods given below and in the order given below:

- i) Rates and prices in Contract, if applicable plus escalation as per contract.
- ii) Rates and prices in the schedule of rates applicable to the contract plus ruling percentage.
- iii) Market rates of materials and labour, hire charges of plant and machinery used, plus 10% for overheads and profits of Contractors.

3.40.3 For items in the Bill of quantities but where quantities have increased beyond the variation limits, the rate payable for quantity in excess of the quantity in the Bill of Quantity plus the permissible variation should be:

- i) Rates and prices in contract, if reasonable plus escalation, failing which (ii) and (iii) below will apply
- ii) Rates and prices in the schedule of Rates applicable to the contract plus ruling percentage,
- iii) Market rates of material and labour, hire charges of plant and machinery used plus 15% for overheads and profits of contractor.

- 3.40.4 If there is delay in the Employer and the contractor coming to an agreement on the rate of an extra item, rates as proposed by the employer shall be payable provisionally till such time as the rates are finally determined or till date mutually agreed.
- 3.40.5. If the Nodal officer or his nominee decides that the urgency of varying the work prevent a quotation being given and considers not delaying the work, no quotation shall be given and the variation shall be treated as a Compensation Event.
- 3.41. Cash flow forecasts**
- 3.41.1 When the program is updated, the contractor is to provide the Nodal Officer or his nominee with an updated cash flow forecast.
- 3.42. Payment Certificates**
- 3.42.1 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.
- 3.42.2 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 3.51.6 of the Contract Data (Secured Advance).
- 3.42.3 The value of work executed shall be determined by the Nodal Officer or his nominee.
- 3.42.4 The value of work executed shall comprise the value of quantities of the items in the Bill of quantities completed.
- 3.42.5 The value of work executed shall include the valuation of variations and Compensation Events.
- 3.42.6. 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.

3.43. Payments

- 3.43.1 Bills shall be prepared and submitted by the Contractor, joint measurements shall be taken continuously and need to be connected with billing stage. System of 4 copies of measurements, one each for Contractor, Employer and Nodal Officer or his nominee, and signed by both Contractor and Employer shall be followed.
- 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.
- 3.43.2. 75% of bill amount shall be paid within 14days of submission of the bill. Balance amount of the verified bill should be paid within 28 days of the submission of the bill.
- 3.43.3. For delay in payment beyond the periods specified in 3.43.2 above, interest at a pre-specified rate (suggested rate **SBI PLR + 2%**) p.a. as on due date of payment) should be paid.
- 3.43.4. Contractor shall submit final Bill within 60 days of issue of defects liability certificate. Client's Nodal Officer or his nominee shall check the bill within 60 days after its receipt and return the bill to Contractor for corrections, if any 50% of undisputed amount shall be paid to the contractor at the stage of returning the bill.
- 3.43.5. The Contractor should re-submit the bill, with corrections within 30 days of its return by the Nodal Officer or his nominee. The re-submitted bill shall be checked and paid within 60 days of its receipt.
- 3.43.6 interest at a pre-specified rate (suggested rate **SBI PLR +2% p.a.** as on due date of payment) shall be paid if the bill is not paid within the limit specified above.
- 3.43.7. If an amount certified is increased in later certificates as a result of an award by the Conciliator or an Arbitrator, the Contractor shall be paid interest upon the delayed payment as set out in this clause. Interest shall

be calculated from the date upon which the increased amount would have been certified in the absence of dispute.

- 3.43.8. Items of the Works for which no rate or price has been entered in will not be paid for by the employer and shall be deemed covered by other rates and prices in the Contract.

3.44. Compensation Events

- 3.44.1. 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 Date.
- (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 orders a delay or does not issue drawings, specifications or instructions required for execution of works on time.
- (d) The Nodal Officer or his nominee instructs the Contractor to uncover to carry out additional tests work which is then found to have no Defects.
- (e) The Nodal Officer or his nominee unreasonably does not approve for a subcontract to be let.
- (f) Ground conditions are substantially more adverse than could reasonably have been assumed before issuance of letter of Acceptance from the information issued to Bidders(including the Site Investigation Reports), from information available publicly and form a visual inspection of the site.
- (g) 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.
- (h) Other contractors, public authorities, utilities or the Employer does not work within the dates and other constraints stated in the Contract that cause delay or extra cost to the Contractor.
- (i) The advance payment is delayed.
- (j) The effect on the Contractor of any of the Employer's Risks.
- (k) The Nodal Officer or his nominee unreasonably delays issuing a Certificate of Completion.
- (l) Other Compensation Events listed in the Contract Date or mentioned in the contract.

- (m) Whenever any compensation event occurs, the contractor will notify the employer, within 14 days and provide a forecast cost of the compensation event.

3.44.2. 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.

3.44.3 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.

3.45. Tax

3.45.1. The rates quoted by the Contractor shall be deemed to be inclusive of the sales and other taxes that the Contractor will have to pay for the performance of this Contract. The Employer will perform such duties in regard to the deduction of such taxes at sources as per applicable law. Any new Taxes, levies, duties imposed after signing the Contract shall be reimbursed by the employer on production of documentary evidence.

3.46. Currencies

3.46.1. All payments shall be made in Indian Rupees unless specifically mentioned.

3.47. Price Adjustment.

3.47.1. Contract price shall be adjusted for increase or decrease in rates and prices of labour, materials, fuels and lubricants in accordance with the following principles and procedures and as per formula given.

The price adjustment shall apply for the work done from the start date given in the Contract data upto end of the initial intended completion date or extensions granted by the Nodal Officer or his nominee and shall not

apply to the work carried beyond the stipulated time for reason attributable to the contractor.

- (I) Price adjustment for increase or decrease in the cost shall be paid in accordance with the following formula:

$$V = 0.85 \times Q \times R \times [(P - P_o) / P_o]$$

Where,

V = Variation in price on account of Labour/ Diesel/ Cement/ Steel/ All Commodities during the month under consideration.

P_o = Market rate of Diesel/ Cement/ Steel/ All Commodities on the date of opening of Technical bid. (Consumer Price Index for Labour).

P = Market rate of Diesel/ Cement/ Steel/ All Commodities during the month under consideration. (Consumer Price Index for Labour).

Q = Percentage of Labour/ Diesel/ Cement/ Steel/ All Commodities .

R = Value of work done during the month under consideration.

Note: i) Escalation to be computed for relevant items. Percentage that shall govern the escalation under Q shall be predetermined and indicated in tender document for each component i.e. Labour, Fuel, Cement, Steel, All commodities etc.

3.47.2. NIL

- 3.47.3. To the extent that full compensation for any rise or fall in costs to the contractor is not covered by the provisions of this or other clauses in the contract, the unit rates and prices included in the contract shall be deemed to include amount to cover the contingency of such other rise or fall in costs.

SUBSEQUENT LEGISLATION

If, after the date 28(Twenty eight) prior to the date for submission of tenders for the contract there occur changes to any National or Statute Stature, Ordinance or Decree or other law or any regulation or bye law of any local or other duly constituted authority or introduction of any such statute, ordinance, decree, law, regulation or bye law which causes additional or reduced cost to the contractor in execution of the contract, such additional or reduced cost shall, after due consultation with the employer and the contractor be determined by the nodal officer or his nominee and shall be added to or deducted from the contract price and the nodal officer or his nominee shall notify the contractor accordingly with a copy to the employer.

3.48. Retention

3.48.1 The Employer shall retain from each payment due to the contractor the proportion stated in the Contract Date until completion of the whole of the works.

3.48.2 Retention money shall be deducted at 5% from each Running Bill, subject to a max. of 5% of the contract price. Retention money shall be refunded within 14 days from the date of payment of final bill.

3.49. Liquidated damages

3.49 (A) In case of delay in completion of the contract, liquidated damages (L.D) may be levied at the rate of 1/2% of the contract value per week of delay or part thereof, subject to a maximum of 10 per cent of the contract price.

- (i) The owner if satisfied, that the works can be completed by the contractor within a reasonable time after the specified time for completion, may allow further extension of time at its discretion with or without the levy of L.D. In the event of extension of time at its discretion with L.D, the owner will be entitled without prejudice to any other right or remedy available in that behalf per cent (1/2%) of the contract value of the works for each week or part of the week subject to the ceiling defined in sub-clause 3.49.A.
- (ii) The owner, if not satisfied that the works can be completed by the contractor, and in the event of failure on the part of the contractor to complete work within further extension of time allowed as aforesaid, shall be entitled, without prejudice to any other right, or remedy available in that behalf, to rescind the contract.
- (iii) The owner, if not satisfied with the progress of the contract and in the event of failure of the contractor to recoup the delays in the mutually agreed time frame, shall be entitled to terminate the contract.
- (iv) In the event of such termination of the contract as described in clauses 3.49A(ii) or 3.49A(iii) or both the owner shall be entitled to recover L.D. up to ten per cent (10%) of the contract value and forfeit the security deposit made by the contractor besides getting the work completed by other means at the risk and cost of the contractor.
- (v) The ceiling of LD shall be 10% of the cost of work.
- (vi) In case part / portions of the work can be commissioned and part operates the portion for commercial purpose, the rate of LD will be restricted to the uncompleted value of work, the maximum LD being on the entire contract value.

Note: Contract price for LD shall be inclusive of tender price plus taxes and duties.

3.50. Incentives or Bonus

For early completion of the contract before the stipulated date of completion of work, an incentive amount @ 0.25% of the contract price may be paid to the Contractor for every fortnight of early completion, subject to a maximum cap of 5% of the contract price. The Port, if satisfied, that the works can be completed by the Contractor within a reasonable time after the specified time for completion, may allow extension of time at its discretion, by virtue of which the Contractor make himself eligible for incentive, the extension shall be considered only till the actual date of completion and no incentive shall be payable. For calculation of incentive payment, contract price shall be exclusive of tender price plus taxes and duties.”

3.51. Advance payment Mobilization Advance (Not Applicable)

- a) The Mobilization advance shall not be sanctioned in less than two installments. The second installment is sanctioned only after proper utilization of advance disbursed in first phase and a certification to this effect by E-I-C.
- b) The advance shall be limited to 10% of tendered amount.
- c) Interest free advance shall not be granted. Rate of Interest shall be SBI Lending Rate + 2%.
- d) The mobilization advance shall be released only after obtaining a bank Guarantee bond from a nationalized bank for 110 % (as per latest cvc directions) of amount of advance to be released and valid for the contract period. This shall be kept renewed time to time to cover the balance amount and likely period to complete recovery together with interest.
- e) The original bank guarantee should be received by DPA directly from the issuing authority by Registered Post [AD]. However, in exceptional cases, where the guarantee is handed over to the customer for any genuine reasons, the branch should immediately send by Registered Post [AD] an unstamped by the E-I-C.

- f) The interest on the advance shall be calculated from the date of payment to the date of recovery, both days inclusive.
- g) It shall be ensured that at any point of time, Bank Guarantee is available for the amount of outstanding advance.
- h) The recovery should be commenced after 10% of work is completed and the entire amount together with interest shall be recovered by the time 80% of the work is completed. However, the interest recovery shall be effected immediately from the 1st release of payments towards execution of the work.
- i) If the contractor fails to achieve the targeted progress at the end of 50% of time period the mobilization advance may be recovered by encasing the bank guarantee, provided no hindrance/delay was caused by the department.

3.52. Performance Securities

Security Deposit shall consist of Performance Guarantee to be submitted at award of work. Performance Guarantee should be 3% of the contract price which should be submitted in form of bank Guarantee of Nationalized Banks / Scheduled Banks having its branch at Gandhidham or Demand Draft, within (21 days in case of domestic bids and within 28 days in case of global bids) of receipt of Letter of acceptance/ Intent which will be refunded immediately not later than 14 days from completion of contract period.

The documentary evidence (copy of paid Challan in Govt. Treasury) of Welfare Cess @1% of work done or as amended by Statutory Authority from time to time, paid on final bill shall be submitted before releasing the Performance Guarantee.

Failure of successful Bidder to comply with the requirement 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.

3.53. NIL

3.54. Cost of Repairs

- 3.54.1 Loss or damage to the works or materials to be incorporated in the works between the start date and the end of the defects correction period shall be remedied by the Contractor at the Contractors cost if the loss or damage arises from the Contractors acts or omissions.

E. FINISHING THE CONTRACT

3.55. Completion

- 3.55.1. After completion of the work, the contractor will serve a written notice to the Nodal Officer or his Nominee/Employer to this effect. The Nodal officer or his Nominee/Employer upon receipt of this notice shall conduct a complete joint survey of the work within 7 days and prepare a defects list jointly. The defects pointed out by the Nodal Officer or his nominee/Employer would be rectified by the contractor within 14 days and thereafter acceptance report be signed jointly by the contractor and the employer. This joint acceptance report shall be treated as “completion Certificate”.

3.56. Taking over

- 3.56.1 The employer shall take over the site and the works within seven days of the Nodal Officer or his nominee issuing a certificate of completion.

3.57. Final Account

- 3.57.1. 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.

3.58. Operating and Maintenance Manuals

3.58.1. 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.

3.58.2. 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 nominee’s approval, the Nodal Officer or his nominee shall withhold the amount stated in the contract data from payments due to the contractor.

3.59. Termination

3.59.1. The employer or the Contractor may terminate the contract if the other party causes a fundamental breach of the contract.

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

- (a) The contractor stops work for 28 days when no stoppage of work is shown on the current program and the stoppage has not been authorized by the Nodal Officer or his nominee.
- (b) The Nodal Officer or his nominee instructs the contractor to delay the progress of the work and the instruction is not withdrawn within 28 days.
- (c) The employer or the contractor becomes bankrupt or goes into liquidation other than for a reconstruction restructure or amalgamation.
- (d) A payment certified by the Nodal Officer or his nominee is not paid by the employer to the contractor within 50 days of the date of the Nodal Officer or his nominee’s certificate.
- (e) The Nodal Officer or his nominee gives Notice the failure to correct a particular defect is a fundamental breach of contract and the contractor fails to correct it within a reasonable period of time determined by the Nodal Officer or his nominee.
- (f) The contractor does not maintain a security which is required.
- (g) The contractor has delayed the completion of works by the number days for which the maximum amount of liquidated damages can be paid as defined in the contract data and

- (h) If the contractor, in the judgment of the employer has engaged in corrupt or fraudulent practices in competing for or in the executing the contract.
- (i) If the contractor has contravened clause 1.37 and clause 3.9 of condition of contract.

For the purpose of this paragraph: “corrupt practice” means the offering, giving receiving or soliciting of anything of value to influence the action of public officials in the procurement process or in contract execution. “Fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the employer, and includes collusive practice. Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the employer of the benefits of free and open competition”.

3.59.3. When either party to the contract gives notice of a breach of contract to the Nodal Officer or his nominee for a cause other than those listed under sub Clause. 3.59.2 above, the Nodal Officer or his nominee shall decide whether the breach is fundamental or not.

3.59.4. Notwithstanding the above, the employer may terminate the contract for convenience subject to payment of compensation to the contractor including loss of profit on uncompleted works. Loss of profit shall be calculated on the same basis as adopted for calculation of extra/additional items.

3.59.5. If the contract is terminated the Contractor shall stop work immediately, make the site safe and secure and leave the site as soon as reasonably possible.

3.60 Payment upon Termination

3.60.1. If the contract is terminated because of a fundamental breach of contract by the contractor, the Nodal Officer or his nominee shall issue a certificate for the value of the work done less advance payments received upto the date of the issue of the certificate, less other recoveries due in terms of the contract, less taxes due to be deducted at source as per applicable law and less the percentage to apply to the work not completed as indicated in the

contract data. Additional liquidated damage shall not apply if the total amount due to the employers exceeds any payment due to the contractor, the difference shall be payable to the employer.

- 3.60.2. If the contract is terminated at the employer's convenience or because of a fundamental breach of contract by the employer, the Nodal Officer or his nominee shall issue a certificate for the value of the work done, the reasonable employed solely on the works, and the contractor's costs of protecting and securing the works and loss of profit on uncompleted works less advance payments received up to the date of the certificate, less other recoveries due in terms of the contract and less taxes due to be deducted at source as per applicable law.

3.61. Property

- 3.61.1 All materials on the Site, Plant, Equipment, Temporary Works and Works for which payment has been made to the contractor by the Employer, are deemed to be the property of the Employer, if the Contract is terminated because of a Contractor's default.

3.62. Release from Performance

- 3.62.1 If the Contract is frustrated by the outbreak of war or by other event entirely outside the control of either the Employer or the Contractor, the Nodal Officer or his nominee shall certify that Contract has been frustrated. The Contractor shall leave the Site and stop work as quickly as possible after receiving this certificate and shall be paid for all work carried out before receiving it and for any work carried out afterwards to which commitment was made.

3.63. NIL

F. SPECIAL CONDITIONS OF CONTRACT

1. LABOUR

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

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

2. COMPLIANCE WITH LABOUR REGULATIONS:

During continuance of the contract, the Contractor and his sub-contractors shall abide at all times by all existing labour enactment and rules made there under, regulations, Notifications and by laws of the State or Central Government or local authority and any other labour law (including rules) regulations, bye laws that may be passed or notification that may be issued under any labour law in future either by the State or Central Government or the local authority. Salient features of some of the major labour laws that are applicable to construction industry are given below.

The Contractor shall keep the Employer indemnified in case any action is taken against the employer by competent authority on account of contravention of any of the provisions of any Act or rules made there under, regulations or notifications including amendments. If the Employer is caused to pay or reimburse such amounts as may be necessary to cause or observe, or for non-observance of the provisions stipulated in the notifications/bye laws/Acts/Rules /regulations including amendments, if any, on the part of the Contractor the Nodal Officer or his nominee/Employer shall have the right to deduct any money due to the Contractor including his amount of performance security. The Employer/Nodal Officer or his nominee shall also have right to recover from the Contractor any sum required or estimated to be required for making good the loss or damage suffered by the Employer.

The employees of the Contractor and the Sub-Contractor in no case shall be treated as the employees of the Employer at any point of time.

SALIENT FEATURES OF SOME MAJOR LAWS APPLICABLE 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.

(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:

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 labor.

(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 a scheduled 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.
- (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 Labor 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:- All the establishments who carry on any building or other construction work and employs 10 or more workers are covered under this Act. All such establishments are required to pay cess at the rate not exceeding 2% of the cost of construction as may be modified by the Government. The Employer of the establishment is required to provide safety measures at the Building or Construction work and other welfare measures, such as Canteens, First-Aid facilities. Ambulance, Housing accommodations for workers near the work place etc. The Employer to whom the Act applies has to obtain a registration certificate from the Registering Officer appointed by the Government.

(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.

Contractor

**SUPERINTENDING ENGINEER (P)
DEENDAYAL PORT AUTHORITY**

SECTION 4

CONTRACT DATA

CONTRACT DATA

Items marked "N/A does not apply in this contract.

The following documents are also part of the contract clause reference (Not Applicable)

The schedule of other contractors (3.8)

The schedule of key personnel (3.9)

The above insertions should correspond to the information provided in the invitation of bids.

The employer is
Chairman,
DEENDAYAL PORT AUTHORITY, KANDLA.

Address: A.O.Building, P.O. Box No. 50, Gandhidham.

Employer's authorized representative is Chief Engineer DEENDAYAL PORT AUTHORITY, KANDLA.

The nodal officer or his nominee is SUPERINTENDING ENGINEER (P) /
SUPERINTENDING Engineer

ANNEXE, A.O. BLD.
GANDHIDHAM - 370201,
Dist. - Kutch (Gujarat)

Nodal officer's authorized representative is AXEN / AE

The conciliator appointed jointly by the employer and contractor is: **(Not Applicable)**

Name: - **Not Applicable**

Address: - **Not Applicable**

The name and identification number of the contract is **"Annual maintenance contract for Linkspans, pontoons and Terminal facilities at Dahej"**

The works consist of **"Annual maintenance contract for Linkspans, Pontoons and Terminal facilities at Dahej"**

The start date shall be _____

The intended completion date for the whole of the work is **24 months and extendable for one year on same terms and conditions by mutual consent.**

The following documents also form part of the contract

The contractor shall submit a program for the works immediately after delivery of the letter of acceptance.

The site possession dates shall be given after the award of work.

The defect liability period is 24 Months (3.35)

The minimum insurance cover for physical property, injury and death is Rs.20.00 lakhs per occurrence with the number of occurrences limited to four. After each occurrence, contractor will pay additional premium necessary to make insurance valid for four occurrences always.

Appointing authority for the Arbitrator is Chairman, DPA.

The following events shall also be Compensation Events. (3.44)

1. The Employer terminates the Contract from his convenience.
2. _____.
3. _____.
4. _____.

The period between programme updates shall be 15 days. (3.27)

The amount to be withheld for late submission of an updated programme shall be Rs. 5000/- (3.27)

The language of the contract documents is English (3.3)

The law, which applies to the contract, is law of Union of India (3.3)

The currency of the contract is Indian rupees (3.46)

Fees and types of reimbursable expenses to be paid to the Dispute Review Expert (3.25)

Appointing authority for the Arbitrator is Chairman, DPA.

Escalation is Payable for contracts as per clause no. 47 of section – 3, subjected to special condition provision.

SECTION 5

SPECIFICATIONS AND SPECIAL CONDITIONS

SPECIFICATIONS AND SPECIAL CONDITIONS

- The conditions of contract of section 1 to 4 (hereinafter called as the General conditions) modified or added to by the following part i.e. Section-5, conditions of particular application which shall be read and construed with the General Conditions as if they were incorporated there within so far as any of the conditions of particular application may conflict or be inconsistent with any of the General Conditions, particular Section-5 shall prevail.

5.0 Technical Specifications for Tender Item No. 76

5.1 Introduction

Ro-Ro ferry service between Ghogha and Dahej has reduced the travel time between these two destinations by about 9 hours. This has been achieved by installing the link spans on both ends making the Ro-Ro vessel to come alongside pontoon at any time of the day. Prior installation of Link Spans, the Ro-Ro service was limited due to huge tidal variations. Low water at the jetties prevented Ro-Ro vessels to come alongside. Installation of link span on the floating pontoon (secured by anchors) eliminated the limitations of getting the Ro-Ro vessels alongside only during low tide.

5.2 Structure and design of Link Span assembly

Linkspan necessarily is a bridge between the jetty (fixed) and pontoon (floating), weighing about 900 MT, facilitating the movement of passengers and trucks/trailers from jetty to pontoon to Ro-Ro vessel and from Ro-Ro vessel to jetty. Jetty end of the link span is fulcrumed on the bearing fixed on the jetty. Similarly, pontoon end is fulcrumed on the bearing fixed on the pontoon. This provides freedom for the link span to move up and down with tide variation. Pontoon, having ballast and void tanks, is ballasted as per the calculation to keep it even keel. Pontoon is a structure made up of mild steel with tanks in the nested fashion to keep it buoyant and even keel. Combination of Pontoon (structure), link span and bearings make the Ro-Ro service a reality at all times. These structures are very critical and are required to be maintained at all times.

5.3 Maintenance Philosophy

All the structures are made of Mild Steel and exposed to salty conditions. In order to increase the life and longevity of the link span assembly, it becomes pertinent to have a Planned Maintenance Philosophy in place which maintains, monitors and executes remedial measures so that not only the life of passengers is not put at risk but also the availability of services unhindered.

Majorly, following parameters are to be taken care of in order to achieve above adjective of link span.

5.4 Maintenance of structure

Application of proper paint scheme, derusting of exposed spots and application of paint regularly, UTG of the metallic structure especially pontoon and pontoon tanks, regular survey by Class Surveyor, maintenance of bearings (degreasing, regreasing). To carry out regular maintenance on the structure, a skilled team of minimum 2 personnel will be on site to offer 24 x 7.

5.5 Monitoring of Tanks

Landing of vehicles and berthing of vessels on the pontoon is a critical activity and water level in the tanks plays a pivotal role in maintaining the even keel during landing and berthing activities. It, thus becomes very important to monitor the tank level at all times without opening the hatches. Tank Level Monitoring system with remote display will have to be in place to monitor the tank level and record the parameters for future use. The system also needs to cater for providing alarms in case the water level is changed drastically due to breach in the tanks.

5.6 Safe berthing and landing

The most critical activity on the link span is safe berthing of vessel and landing of heavy vehicles from and to the vessel. All these activities must be monitored and remedial action taken in case of noncompliance so that there is no damage to the structure. In order to have a round the clock monitoring, CCTV with infrared cameras will have to be installed at atleast 4 places so that all the activities are covered. The feed of the cameras will be available in the control station through a Wi-fi link for monitoring at all times. The feed will also be recorded for future use.

5.7 Maintenance Routines at each site

A strict maintenance regime needs to be followed and recorded to increase the life of link span assembly and provide long service. As mentioned above, a skilled team of 2-3 personnel will be positioned round the clock during the contracted maintenance period. A regime, as under, will be followed by them and recorded. The recorded log will be put up to the authorities as nominated by the DPA once in 15 days for scrutiny and course correction, if any.

5.8 Daily maintenance routines

- Monitoring of water level in tanks
- Monitoring of safe landing of vehicles and berthing
- Physical checks on the link span and pontoon

- Derusting on exposed structures (paint peeled off) and application of approved paint scheme
- Physical checks on hatches, covers, sounding pipes on pontoon
- Physical checks on air vents and ball mechanism
- Physical Checks on bearings (hinges on both ends)

5.9 Weekly routines

- In addition to Daily maintenance routines, the following checks/actions will be undertaken by team on weekly basis
- Physical checks on internal condition of void spaces
- Physical checks on condition of hatch covers, rubber gasket
- Physical and operational checks on ballast/fire pump
- Physical and operational checks on generator
- Physical checks on Life Saving Appliances and firefighting appliances
- Physical checks on condition of bottom of link span
- Physical checks on link span cross members and repair if any
- Greasing on both end bearings
- Physical checks on dolphin guides
- Physical checks on flaps at both ends
- *Every two weeks, maintenance and repair records to be submitted for review byDPA nominated authority and authenticated.

5.10 Monthly routines

In addition, in addition to Daily + weekly maintenance routines, the following checks/actions will be undertaken by team on monthly basis

- Checks on ballast tanks. Routine to be undertaken in a way so as to cover all tanks in the month
- Routines on void spaces
- Physical checks on the anodes (during low waters)
- Physical checks on the fendering system
- Maintenance on air vents and ball mechanism
- Maintenance on flaps on both ends

5.11 Quarterly routines

In addition to Daily + weekly + monthly maintenance routines, the following checks/actions will be undertaken by team on monthly basis

- IRS Visit for general examination and remedial measures if any observations are recorded.

- Cleaning of sea growth if any during low water using wire brush ensuring that the paint is not peeled off.
- Inspection by the paint representative for condition of paint. DFT would be recorded.

5.12 Half Yearly routines

In addition to Daily + weekly + monthly + quarterly maintenance routines, the following checks/actions will be undertaken by team on monthly basis

- Maintenance of ballast pump
- Maintenance of generator on pontoon
- Replacement of anodes if consumed more than 50%
- Check of Paint condition in tanks by Paint representative in presence of surveyor and touch up scheme to be applied if required
- Maintenance and painting of dolphin guides
- UTG of pontoon deck and link span. Repair if any to be carried out as per surveyor's recommendation

5.13 Yearly routines

In addition to Daily + weekly + monthly + quarterly + yearly maintenance routines, the following checks/actions will be undertaken by team on monthly basis

Annual survey which will encompass

- UTG of entire structure
- Inspection of underwater area using underwater camera
- Application of paint scheme as per paint representative recommendation
- Service of LSA and Firefighting equipments.

** Prior to commencement of contract, all the existing Maintenance and inspection records are to be shared with the AMC Contractor for reference.

5.14 Maintenance Routines at each site

A strict maintenance regime needs to be followed and recorded to increase the life of link span assembly and provide long service. As mentioned above, a skilled team of 3 skilled labour will be positioned round the clock.

If the contractor does not engage the above manpower, then penalty will be imposed for skilled labour – Rs. 1500/- per no. per day

5.15 Scope of work of agency for Linkspan and Pontoon at Dahej.

Operation and Maintenance Philosophy: to keep Operational Ropax equipment at all the time that enable to provide uninterrupted services. It broadly includes monitoring/ checking/ maintain/ preventive measures/ action and maintenance/ repairs activities under different schedule/ time line as per below:

Sr.No.	Scope of Work
(A)	Linkspan-Pontoon
1	Provide competent technical supervisors round the clock.
2	Water levels in the tanks and accordingly Ballasting/ De-ballasting of pontoon including fresh water supply, fuel supply to keep Pontoon clean.
3	Draft and free board of Pontoon.
4	Void and free conditions
5	Crash barriers with their fastenings.
6	Greasing/painting dolphin guide structure.
7	Yoke assembly with their fasteners and weld joints, Bank seat bearings and tighten/replace the same as and when required.
8	Fender systems of pontoon.
9	Flaps at both ends with their bearings.
10	Lifesaving appliance on Pontoon and Linkspan.
11	Monitoring of Vehicular movements on Linkspan.
12	Installation and surveillance of CCTV cameras on Linkspan/ Pontoon and Mooring dolphin to cover activities on and around them.
13	Ballast pumps, generator to keep operations all times.
14	Monitoring and movement of YIKE structure assembly complete in all respect including their Rubber pads, bolts, weld joints etc., and replace/take corrective measures in advance to continue unhindered operation.
15	NDT of Pontoon and Linkspan weld joints other vulnerable areas. Repairs to be carried out under Surveyor's requirements.
16	Painting of Ro-Ro equipment as and when required.
17	Manhole covers, air vents, soundings plugs and pipes etc.
18	Greasing and oiling all moving parts of Linkspan and Pontoon and their flap pins/ bearings complete in all respect such as YOKE pads and piles, bank seat bearing.
19	Providing skilled/ Semi-skilled/unskilled workers.
20	Providing tools, tackles, and necessary jigs and fixtures.
21	Providing cranes of capacity as per job requirements.
22	Providing spares, hardware, steel plates and other material.
23	Logistic support for the above work
24	Consumables grease, oil etc.
25(a)	Monitoring Linkspan and Pontoon Operation: i. Under different Loading Conditions. ii. Environmental factors such as tides, waves, winds, etc.
25(b)	Monitoring water depth in and around Pontoon areas.
25(c)	Implementation of damage control plan
25(d)	i. Rescue of Pontoon by sling wires or any other means.
25(e)	ii. Ballasting/ De-ballasting of Pontoon in case of water ingress in Pontoon due to any damages.

Sr.No.	Scope of Work
25(f)	Conducting mock drill for damage control-quarterly.
25(g)	Hiring of floating crane barge of require capacity
25(h)	Hiring of Hydra Crane/other shore crane of suitable capacity.
25(i)	Hiring of drivers.
25(j)	Under water inspection of pontoon
26	Daily/weekly/monthly operation and maintenance report.
27	i. Review of Present Ro-Ro equipment system- Brand Marine Consultant. ii. Study of motions of Ropax Equipment-M/S SIRI Marine. iii. Design modification of pontoon and its
(B)	Fire Fighting System:
	It broadly includes various monitoring/checking/maintain/preventive measure/action and maintenance/repairs activities under different schedule/time line. 1.Diesel Fire pump, Electrical Pump and jockey Pumps. 2.Checking Water in Water Sump for fire frightening. 3. Maintain adequate diesel storage. 4. Servicing of All Valves, i.e. fire Hydrant, 4-way valves, NRVs etc. 5. Dry batteries. 6. Flexible Hoses and Hose Box. 7. All pressure gauges. 8. Fire Detectors and their alarms in MTB and admin Building. 9. Servicing of Fire Extinguishers
29	Conducting Mock Drill-Quarterly

5.16 Work is to be carried out as per detailed specification laid down in IS specification, Latest IRC standard, and CPWD manual however the provisions made in contract documents shall prevail.

5.17 In case of items where no specifications are defined under IS, MOST or CPWD manual or GMB SOR or tender document superior quality of material available in market shall be applicable.

5.18 (1) The following clauses of the INSTRUCTION TO THE BIDDERS (Section– I) will not be applicable.

Clause 1.4.1. (c), Clause 1.4.1(d), Clause 1.4.1(e), Clause 1.4.1(f), Cl. 1.4.1(h)
Clause 1.4.2(d), Clause 1.4.2(e), Clause 1.4.2(j), & Clause 1.4.2(k),
Clause 1.4.3 (iv), Clause 1.4.4, Clause 1.4.5
Clause 1.5.2 (Joint venture), Clause 1.8.2 (Bidding documents)
Clause 1.9.2, Clause 1.13.2
Clause 1.19.1, 1.19.2, 1.19.3 (sealing and marking of bids)
Clause 1.22.2& 1.22.5 (Modification of withdrawal of Bid)
Clause 1.23.2, 1.23.3 (Withdrawal)
Clause 1.27.1, 1.27.2 (Correction of errors)
Clause 1.34 (Advance Payment), Clause 1.35.1 (Conciliator)

(2) Following clauses of Section-2 are not applicable:-

- (a) The clauses C, D & G of the SPECIMEN FOR FORM OF BID
- (b) Advance Payment and Appointment of Conciliator in 'CONTRACTOR'S BID'
- (c) Sr. no. 5, 6, & 7 of 'Pre-Qualification of bidders'

- (3) Following clauses of the CONDITION OF CONTRACT (Section-III) will not be applicable:-

Para 2 of Clause 3.1.1 regarding appointment of Conciliator
Clause 3.7 (Joint Venture)
Clause 3.8.1 (Sub-contracting),
Clause 3.9.1
Clause 3.21.1 (Possession of site)
Clause 3.24.1 (Disputes)
Clause 3.25.1, 3.25.2, 3.25.3 (Settlement of disputes, decision by Conciliation, Arbitration)
Clause 3.26.1 (Replacement of Conciliator),
Clause 3.43.2, 3.43.3, 3.43.4, 3.43.5, 3.43.6, 3.43.7
Clause 3.44.1, 3.44.2, 3.44.3 (Compensation events)
Clause 3.45(Tax)
Clause 3.47 (price adjustment)
Clause 3.48 (Retention)
Clause 3.50 (Incentive or Bonus)
Clause 3.51 (Advance payment)

5.19 Following clauses of Section-4 & Section-8 are not applicable:-

- a) Schedule of other contracts, the schedule of Key personnel, Conciliator and Escalation is not applicable under Contract Data of (Section 4)
- b) The form for Dispute Review Board Agreement (section – 8)
- c) Form of Exception & Deviations(section-8).
- d) The form for specimen bank guarantee for Stage payment(section – 8)
- e) Specimen EMD Bank Guarantee format (Section – 8).

5.20 The work to be performed under the scope of this specification shall broadly include:

- Civil Work which includes, CC work, RCC work, New and old painting to civil assets and repairs to existing structures.
- Road work.
- Repairing to the steel structures and replacement of steel work wherever necessary. Painting on new and old steelwork.

Some indication of nature and extent of the works have been given on the drawings and those are preliminary only. Drawings showing complete nature and extent of the works will be furnished to the Contractor progressively during the execution of the work. Quantities indicated in the Schedule of Items are tentative and are subject to change. All items of work shall be executed in accordance with the relevant specification annexed thereto and the provisions of the contract.

- a) Board: Board of Deendayal Port Authority. A body corporate under the Major Port Authority Act, 2021.

b) **Chairman:** means the Chairman of the Board of authorities of the Deendayal Port of Kandla.

5.21 Only vehicles permitted by the Board will be allowed inside the Port premises. Admission to the Port premises of men and vehicles is regulated by rules and regulations of the Port Authority in force from time to time and any passes, tokens, permits or licenses for his workmen vehicles or plant will have to be obtained by the Contractor from the Security Officer/C.I.S.F. of the Port Authority directly by making necessary deposits or payments for the same if any.

5.22 The contractor shall arrange to supply samples of coarse aggregate and fine aggregate etc. to the Laboratory for mix design for concreting works. Mixing of cement concrete works shall be on weigh batching basis as per IS. Requirement. The charges shall be borne by the contractor.

5.23 The cement concrete solid blocks, machine made required for the work, shall be got tested from the port laboratory as directed or any Government approved laboratory. The Contractor shall make available the number of blocks so required for testing of solid blocks and the strength shall not be less than 40 Kg/cm². The charges shall be borne by the contractor

5.24 Force Major - This will be restricted to natural calamities and acts of God only.

5.25 The flooring works are to be finished with neeru (cement slurry) without any extra cost.

5.26 All the royalties of the materials, quarry fees, octroi, charges, sales tax etc. are payable by the contractor directly to the authorities concerned and the rates tendered shall be deemed to be inclusive of all such charges.

5.27 POST TENDER MODIFICATION: -

The Tenderers are not expected to make any post tender modification. Hence, the tenderers should not make any correspondence regarding the tender after submission of the same on due date and time. No cognizance of any correspondence shall be taken and if Tenderers persists with the same necessary action will be initiated against him. All the tenders received on or before the due date and time shall be opened, if otherwise found in order.

5.28 To the limited extent and availability that can conveniently be spared by the Board from time to time electric power for lighting and operation of the plant of the contractor can be had from the Board as per Rules & Regulations in force from time to time. The contractor shall draw his needs thereafter at own expenses in the manner approved by the Nodal Officer or his nominee. The Board will recover charges of electricity current consumed by the contraction supplied through Port together with meter rents at the rates fixed by the Board from time to time. The electricity to be paid on this charges shall be borne by the Contractor. Nothing extra shall be account. The electric supply is subject to Board's rules and

regulations and convenience as regards shut down for repairs and overhauls of Board's electric system. The contractor shall not claim any damages for stoppages or shortages in current supply for any reasons whatsoever. The contractor has also to install his own generator etc. at his own cost and risk to meet with his full requirement of electric power.

- 5.29** The contractor shall have to make good all damages done by him to structure nearby while executing the work and no extra payment shall be made to him on that account.
- 5.30** A Site Order book is to be maintained by the contractor at the site of work. Order and instructions written in the order book shall be deemed to have been legally issued to the contractor and the contractor shall sign each entry promptly in the order book as a token of having seen the same. The order book shall be the property of the board and shall be handed over to the Nodal Officer or his nominee of the work in good condition on the completion of the work or whenever required by the Nodal Officer or his nominee.
- 5.31** The Contractor shall deposit / store any materials in such a way so as not to cause inconvenience to the employees / workers engaged on the Port activities and to nearby activities.
- 5.32** The stamp paper of requisite value shall be furnished by the contractor within 10 days from the date of issue of letter of acceptance, failing which he will not be permitted to start the work.
- 5.33** The value of the stamps to be affixed on the agreement shall be of appropriate value prescribed for bond as per latest provision of law enforced on the date of execution contract same shall be borne by the Contractor. However, if the contractor furnishes G. P. Notes or approved guarantees in respect of part of security deposit, the stamp duty chargeable for the amount shall be as prescribed for agreements and payable in accordance with latest provision by law in force at the time of execution of the contract. All the cost of the stamp duty shall be borne by the Contractor.
- 5.34** For execution of work, contractor may be permitted to construct temporary offices, store, labour room toilet etc. at his own cost along with necessary letter / drawing for the permission in written. Nothing will be paid for these purpose and before handing over the site on completion of the work, the contractor has to dismantle all these temporary structure erected by him. Completion certificate will be issued only after compliance of above aspects.
- 5.35** The contractor shall take necessary precautions and prevent the falling of sparks in the seawater while carrying out the work of cutting / welding. In case of any leakages / escape of gas from vessel / flexible line etc. all the work shall be stopped immediately and co-operate the Fire Brigade personnel. It is further clarified that the suitable extension of time shall be granted to Contractor for completion of

work on account of such stoppage without any compensation and idle charges. No claims / disputes shall be entertained on that account.

- 5.36** All the works until handed over to the Nodal Officer or his nominee shall stand at the risk of the contractor who shall be responsible to make good at his own cost all the losses and damage caused by or due to fires, weather, tides or any other reasons. The contractor shall hand over at the time of completion of work the work in good order and conditions and in conformity in every respect with the requirements of the contract and instructions of the Nodal Officer or his nominee.

5.37 GST REGISTRATION

The GST Registration No. should be invariably mentioned in the bid tender quotation failing which bid / tender quotation will be considered as non-responsive and be liable for discharge.

5.38 GOODS & SERVICE (GST) CLAUSE

The contractor shall quote the price exclusive of GST. The contractor shall quote prevailing GST rate separately, which shall be reimbursed by DPA after ascertaining necessary compliance as per Goods & Service Tax Act, 2017. The contractor should have valid GST registration No., to become eligible for participating in the bid. The TDS on GST as per the applicability will be deducted.

All other duties, taxes, cesses applicable if any, shall be borne by the contractor.

Contractor/service provider/supplier etc. has to ensure timely and proper filling of GSTR1 so that Deendayal Port Authority can avail input tax credit in timely manner. In case DPA not allowed input tax credit due to failure on part of the Contractor/service provider/supplier etc., it will be a financial loss to the DPA and therefore same shall be recovered from the payment/deposit of the Contractor/service provider/supplier.

5.39 INCOME TAX DEDUCTIONS FROM BILLS

Income tax and surcharge as applicable shall be deducted at source by Deendayal Port Authority in accordance with Income Tax act and in accordance with instruction issued by Tax Authorities on this behalf from time to time for this TDS certificate will be given.

- 5.40** During the execution of work, if dewatering is required the same is to be done by the Contractor at his own cost and no claim on this account shall be entertained.

5.41 ARBITRATION

- (i) Except where otherwise provided in the contract all questions and disputes relating to the meaning of the specifications, designs, drawings and instructions here in 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 what so ever, in any way arising out of or relating to the

contract, design, drawings, specifications, estimates, instructions, order or to the condition or otherwise concerning the work or regarding the execution or failure to execute the same whether arising during the progress of work or after the completion thereof as described here in after shall be referred to the Chairman for sole arbitration by himself or by any Office appointed by him.

- (ii) 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 matter to which the contract relates and that in course of his duties as an employee of the Board or the Government, he had expressed views on all or any of the matters in dispute or of different.

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.

- (iii) It is also a term of the contract that no person other than the Chairman himself or any officer appointed by him shall act as arbitrator.
- (iv) It is a term of the contract that only such question and disputes as were raised during progress of 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 parties during the guarantee period after completion of the work.
- (v) It is a term of the contract that the party invoking arbitration shall give a list of disputes with amounts of claim in respect of each said disputes along with the notice seeking appointment of arbitrator.
- (vi) 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 Nodal officer or his nominee 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.
- (vii) 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.
- (viii) The award of the arbitrator shall be final, conclusive and binding on all the parties to the contract.
- (ix) The arbitrator from time to time, with the consent of both the parties, enlarge the time for making and publishing the award.
- (x) Arbitration shall be conducted in accordance with the provision of Indian Arbitration Act, 1996 or any statutory modifications or re-enactment thereof and rules made there under and for the time being in force shall apply to the arbitration proceedings under this clause.
- (xi) 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.

- (xii) It is also a term of the contract that the arbitration shall be deemed to have been entered on the reference on the date he issued the first notice to both the parties calling them to submit their statement of claims and counter statement of claims.
- (xiii) Venue of the arbitration shall be such place as may be fixed by the arbitrator at his sole discretion”.

5.42 SETTING OUT

The Contractor shall be responsible for the true and proper setting out of the "Works" and the correctness of the positions, levels, dimensions and alignment of all parts of the works and for the provision of all necessary instruments, appliances and labour in connection herewith. If at any time during the progress of the works any error shall appear or arise in the position levels, dimensions or alignment of any part of the works, the Contractor shall immediately notify the Nodal Officer or his nominee who will direct the Contractor in what way the work shall be carried out and the Contractor, on being required to do so by the Nodal Officer shall at his own expense rectify such error to the satisfaction of the Nodal Officer or his nominee at any stage of the work or the checking of any setting out or any line or level by the Nodal Officer or his nominee shall not in any way relieve the Contractor of his obligations under the contract.

The Contractor shall carefully protect and preserve all benchmarks, site rails, pegs and other things used in setting out the works.

5.43 PATENT RIGHTS & ROYALTIES

The Contractor shall hold the Board, its officers, agents and employees absolved (or blameless) from liabilities of any other nature of kind on account of copyright or copyright composition, secret process, patented or unpatented inventions, article or appliances manufactured or used in the performance of this contract including their use by the Board unless otherwise specifically stipulated in this contract.

5.44 NIGHT AND HOLIDAY WORK

The contractor shall be allowed to execute the work round the clock on all days except for declared closed holidays by the Port.

5.45 NOTICE OF ADDRESS

The Contractor shall notify in writing to the Nodal Officer an address at Ghogha/ Dahej for the service on the Contractor any communication or any notice to be given to him under the Contract and any such notice/communication to the Contractor shall be deemed to be duly served if sent by registered post to or left at such address or if delivered to the agent or representative of the Contractor. Any notice/communication to the Contractors shall also be deemed to be duly served if sent by registered Post to or left at the principal place of business or if the Contractor be a company the registered office of the Contractor or at the contractors last known address.

5.46 SALVAGE OF LOST MATERIALS

If any pile, structural of the staging and of works or dismantled materials fall down into the creek during the execution and guarantee period, which are likely to create any obstruction (the decision of the “Nodal Officer shall be final to the safe navigation of the ships and/or port craft), the Contractor shall remove such obstacles at his own costs.

5.47 MOORING PRECAUTIONS

The barges and floating crafts, if employed by the contractor, shall be provided with adequate mooring at the site of work. All necessary precautions shall be observed to protect the works and the existing structures from being damaged by such floating craft.

The floating crafts like tugs, barges, launches, etc. brought by contractor be exempted from any port charges. However, the contractor is required to comply with all statutory regulations and instructions issued by the Nodal Officer, DPA at his own cost.

5.48 The contractor has to arrange for required crafts like floating tank, jolly boat etc. at his cost for carrying out the work at underneath portion as directed by Nodal Officer or his nominee.

5.49 Concrete cover block with binding wire shall be used in all RCC works of standard size as directed by the Nodal Officer or his nominee c.c. cover block should be well cured for at least seven days before use. No stones or kapchi has to be used instead of cover blocks.

5.50 The welding of structural member Reinforcement shall be done with the best standard of workmanship and strictly in conformity with the requirement laid down in the relevant I.S. code.

5.51 Since some work is required to be carried out under tidal condition in jetty and it will be necessary for the contractor to provide insurance cover to his workers and his staff.

5.52 PLANT

The contractor shall be responsible for the supply, use and maintenance of all construction plant and equipment and he shall ensure that it is suitable for the work and is maintained in such a manner as to ensure its efficient working. The Nodal Officer or his nominee may direct that plant which is not efficient and is prejudicial to the quality of the work be removed from the site and replaced by plant to his satisfaction.

5.53 QUALIFIED PERSONNEL

Fully qualified and experienced concrete quality control Engineers shall be employed by the Contractor and shall be available on site at all times when important work is taking place. Operators for mechanical vibrators, mixers and foreman in charge of placing of concrete shall be fully trained and experienced in their classes of work.

5.54 CLASS OF CONCRETE

All the requirements of each Class of concrete for all RCC works shall be as per IS-2911 & 4651 & 456

5.55 FAULTY WORK

Faulty work due to any reason shall be demolished and re-constructed by the Contractor at his own cost.

5.56 LABOUR

The Contractor shall maintain at the site qualified and experienced foremen and necessary gangs of trained workmen experienced in all civil and steel structure work.

5.57 CEMENT MORTAR

The proportions by weight of cement to fine aggregate in mortar shall be as shown on the Drawings or as otherwise directed. The mortar shall be thoroughly mixed with just sufficient water to make a homogeneous and Workable mix.

The use of plasticizers or other additives will not be permitted without the prior approval of the Nodal Officer or his nominee and the Contractor shall carry out at his own cost such tests on additive as the Nodal Officer or his nominee may direct. Mortar shall be used within half an hour of adding the water to the dry ingredients.

5.58 SHUTTERING AND FORMWORK

5.58.1 GENERAL

All shuttering and support required for construction of concrete works shall be designed by the contractor. Shuttering shall be of steel plates or plywood.

5.58.2 FIXING

The contractor shall fix all the form work in perfect alignment. The form work shall be securely braced so as to be able to withstand without appreciable displacement, deflection or movement of any kind, weight of the constitution or movement of persons, material and plant. All the joints should be watertight to prevent leakage of cement slurry from the concrete. Wedges and clamps are to be used wherever practicable.

5.58.3 REMOVING

Forms or shuttering shall not be disturbed until the concrete has sufficiently hardened. The proper time for removal of form work shall be in accordance with IS-456-2000 or as directed by Nodal Officer or his nominee.

5.58.4 FINISH / ALIGNMENT

Shuttering shall be such as to produce a first class fair face on the concrete free from board marks or any other disfigurements, and shall be used for all surfaces exposed and unexposed. All shuttering is to be aligned within a tolerance of 3 mm.

5.59 PREPARATION FOR CONCRETING

Before any concreting is commenced, shuttering and centering shall be carefully examined and the space to be occupied by the pour, thoroughly be cleaned out. The inside of shuttering shall be treated with a coating of an approved substance to obviate adhesion and where necessary to prevent absorption from the concrete, the shuttering shall be thoroughly wetted shortly before concreting is commenced.'

5.60 CONTRACTOR'S RESPONSIBILITY

Any, damage resulting from premature removal of shuttering or from any other cause shall be made good by the Contractor at his own expense.

5.61 BENDING REINFORCEMENT

Bending of reinforcement shall strictly be in accordance with the approved drawings, or IS: 2502 or as ordered by the Nodal Officer or his nominee. No reinforcement bar shall be bent when in position without the approval of the Nodal Officer or his nominee, whether or not it is partly embedded in the hard concrete.

5.62 BINDING WIRE

All bars shall be bound tightly together where they cross, with annealed steel wire 1.5 mm in diameter. The free ends of the binding wire shall be bent inwards.

5.63 PLACING AND FIXING

All types of reinforcement shall be correctly placed and fixed in position entirely to the satisfaction of the Nodal Officer or his nominee. The cost of providing tying wire as well as space blocks rods shall be deemed to be covered in the rate for reinforcement steel.

5.64 WATCHING & LIGHTING

The contractor shall in connection with the works, provide and maintain at his own expenses, all lights, guards, fencing and watching whether on shore or afloat when and where necessary or as required by the Nodal Officer or his nominee or by any Competent Statutory or other authority for preparation of works or for the safety and convenience of the public or others.

5.65 AMENDMENTS

The Board may, from time to time, add to or amend the regulation and on any question regarding the application, interpretation or effect of these regulation the decision of the Chief Labour Commissioner or Deputy Chief Labour commissioner of the Government of India or any other person authorized by the Board in that behalf shall be final.

5.66 INFLAMMABLE STORES

The contractor is to comply with all local regulation in respect of safe storage of all inflammable stores, explosive or other materials involving risk to third parties and is to take all precautions required in the transport and use of such materials. The contractor is to submit to the Nodal Officer or his nominee for approval all drawings and documents required for the sanctioning of storage sheds or other accommodation and is to build all such storage to the proper requirement at his cost.

5.67 PAINTS

All Epoxy paints/ primers, synthetic paints and distempers, water proofing paint etc. used on the works shall be approved by the Nodal Officer or his nominee. Test certificates on, covering capacity dry film thickness and viscosity and drying time may be required.

5.68 All the labour acts, rules and regulations in force from time to time are to be followed by the contractor and the contractor has to obtained License/Registration from the Assistant Labour Commissioner (C), as per rules, during the course of execution of work.

5.69 The provision in special conditions which form a part of the contract shall have precedence over those specified in Conditions of Contract in case of diversity, if any.

5.70deleted...

5.71 LOI intimating the contractor about the proposed acceptance of tender will be issued by the Chief Engineer. The tender agreement in approved form bearing the stamp of required value shall be executed by the Chairman on behalf of the Board, having common seal of the Board. The final acceptance letter shall be issued by the Chief Engineer on non-judicial stamp paper of Rs.50/- which is to be borne by the contractor. In case, the contractor desires to have the duplicate copy of the acceptance letter, he shall have to pay an additional amount of Rs.20/- only.

- 5.72** The contractor shall have to ensure various statutory deductions as stipulated under different labour laws/acts.
- 5.73** If the contractor suffers any delay the Engineer-in-Charge may grant at his discretion an extension of time for completion of work. However, no claims/disputes etc. arising out of extension of time so granted shall be entertained.
- 5.74** The work shall be carried out in accordance with the best standards of workmanship and to entire satisfaction of Engineer-in-Charge.
- 5.75** The contractor shall be required to execute the work in such a way so as not to cause any damage, hindrance or interference with port activities going on in the area or nearby. He should not deposit the materials at such places which may cause inconvenience to the public and the work going on in the nearby area.
- 5.76** All the materials required to be used in the work shall have to be got approved from the Engineer-in-Charge before use, before stacking at the site of work.
- 5.77** For the purpose of measurements, the method prescribed in the 'Indian Standard' specifications shall be applicable in addition to those prescribed in Boards Schedule of Rates unless stated otherwise in contract. In case of any ambiguity the decision of the Engineer-in-charge shall be final.
- 5.78** The notes and data furnished in Deendayal Port Authority, Schedule of Rates in force will be considered for measurement purpose in the case of lead, weight, allowance for voids, coefficient of painting etc. of the materials.
- 5.79** Barricading, including proper lighting arrangement in the night at the required places shall have to be provided by the contractor at his own cost, including necessary arrangements for proper movement of traffic by carefully maintained approaches and road diversions with suitable sign boards for indications of road signs etc. as directed by the Engineer-in-Charge.
- 5.80** All the precautions regarding the safety of the work shall have to be taken and the instruction of Engineer-in-charge in this respect shall have to be followed strictly.
- 5.81** Unless otherwise provided none of the permanent works shall be carried out during night, Sundays or authorized holidays without the permission in writing, however when the work is unavoidable or necessary for the safety of life, properties or works the contractor shall take necessary action immediately and inform the Deputy Chief Engineer accordingly.
- 5.82** The Engineer-in-charge may delete any number of items included in his tender (contract) without assigning any reasons and without any financial liability.
- 5.83** All the tools, plants, scaffolding, ladder etc. and other machinery etc. required for the purpose of execution of work will have to be arranged by the contractor at his own cost, and storing of such tools, plants etc. will have to be made by him.
- 5.84** The contractor has to make his own arrangement for the storage of materials at site or work.

- 5.85** Unless otherwise specifically mentioned the rates quoted for all items include for all lead and lift and no extra claims shall be entertained on this account.
- 5.86** The tenderers are not expected to make any post-tender modifications. Hence the tenderers should not make any correspondence regarding the tender after submission of the same on due date and time. No cognizance of any correspondence shall be taken and if any tenderer persists with the same, necessary action will be initiated against him. All the tenders received on or before the due date and time shall be opened if otherwise found in order.
- 5.87** The temporary electrical connection if required for the work shall be arranged by the contractor from nearby at his own cost.
- 5.88** The contractor shall have to make his own arrangement for potable water required for the work.
- 5.89** The tender documents submitted by the contractor and correspondence exchanged between him and Deendayal Port Authority prior to the acceptance of tender and thereafter shall form part of an agreement even though formal agreement duly signed is not executed.
- 5.90** While evaluating tenders' regards should be paid to National Defense and Security Condition.
- 5.91** Income Tax at applicable rate and surcharge as applicable on the payment to contractor will be deducted from the payment and only net amount shall be paid for as directed by the Central Board of Direct Taxes, Ministry of Finance, and Government of India. Contractor has to furnish PAN No. along with tender.
- 5.92** Tenderers are required to furnish their bank account details as per enclosed Performa in order to arrange payment through Electronics Clearing System.
- 5.93** The dewatering, if required to be done at any stage manually or by pumping is to be done by the contractor at his own cost, no separate payment will be made. The quoted rates shall be deemed to have included all these elements and nothing extra shall be paid to the contractor on account of dewatering operations.
- 5.94** In the event of the tender being submitted by a firm, it must be signed separately by each constituent thereof or in the event of absence of any partner, it must be signed on his behalf by a person holding a power of attorney from him to do so.
- 5.95**deleted...
- 5.96** In the case of discrepancy between the schedule of quantities, the specifications and/or the drawings, the following order of preference shall be observed:-
- I) Description of schedule of quantities.
 - II) Particular specification and Special condition, if any.
 - III) Drawings.
 - IV) C.P.W.D. specifications.
 - V) Indian standard specifications of B.I.S.

- 5.97** The contractor shall have to arrange the entry permit for himself and his staff, labors etc. from nodal Officer appointed by Deendayal Port Authority at his own cost as per the rules and regulation in force at that time.
- 5.98** Necessary Indian Dock Safety regulations for the safety purpose shall be adhered to by the contractor and he will be held responsible for any violations of the same.
- 5.99** Individual quantity for any tender items of work may vary to any extent as required by D.P.A for which the contractor shall not submit any dispute/claim what-so-ever, so long as the total amount of such variation does not exceed plus or minus 30 % of the Total contract value awarded.

5.100 Materials arranged by the contractor: -

The contractor shall submit original bills for the cement, steel, asphalt etc., brought to site. In all contracts where issue of cement and steel is not stipulated, special conditions shall be incorporated as below:

1.0 Special conditions for cement

- (1) The contractor shall procure (as specified in the tender) 53 grade (conforming to IS (as specified in the tender) OPC cement, as required in the work, from reputed manufacturers of cement having a production capacity not less than one million tons or more per annum as approved by the Ministry of Industry, Government of India, and holding license to use ISI certification mark for their product.
- (2) The supply of cement shall be taken in 50 kg. bags bearing manufacturer's name, date of manufacturing, batch number and ISI marking. The cement shall be brought at site in bulk supply of approximately 50 tons or as decided by the Engineer-in-charge. The cement godown of the capacity to store a minimum of 200 bags of cement shall be constructed by the contractor at site of work for which no extra payment shall be made. In case of big projects with mass consumption of cement, the same can be brought in Silos.
- (3) Samples of cement arranged by the contractor shall be taken by the Engineer-in-charge and got tested in accordance with provisions of relevant BIS codes. In case the test results indicate that the cement arranged by the contractor does not conform to the relevant BIS codes, the same shall stand rejected, and it shall be removed from the site by the contractor at his own cost within a week's time of written order from the Engineer-in-charge to do so. The cement shall be used on the work only after satisfactory test results have been received. The contractor shall supply free of charge the cement required for testing including its transportation cost to testing laboratories. The cost of tests shall be borne by the contractor.
- (4) Double lock provision shall be made to the door of the cement godown. The keys of one lock shall remain with the Engineer-in-Charge or his authorized representative and the keys of the other lock shall remain with the contractor. The contractor shall be responsible for the watch and ward and safety of the cement godown. The contractor shall facilitate the inspection of the cement godown by the Engineer-in-Charge at any time.
- (5) The actual issue and consumption of cement on work shall be regulated and proper accounts maintained as provided in the contract. The theoretical consumption of cement shall be worked out as per procedure prescribed in the contract and shall be governed by conditions laid therein. In case the cement

consumption is less than theoretical consumption including permissible variation, recovery at the rate so prescribed shall be made. In case of excess consumption no adjustment need be made.

- (6) The damaged cement shall be removed from the site immediately by the contractor on receipt of a notice in writing from the Engineer-in-charge. If he does not do so within 3 days of receipt of such notice, the Engineer-in-charge shall get it removed at the cost of the contractor.
- (7) The cement procured by the contractor should not have aged more than 6 weeks.

1.1 Special conditions for steel

- (1) The contractor shall procure TMT bars of Fe415/ Fe500/ Fe550/ Fe500D grade as per tender conditions.
 - (a) The grade of the steel such as Fe415/Fe500/Fe 550 / Fe500D or other grade to be procured is to be specified as per BIS 1786-2008.
 - (b) The TMT bars procured from primary producers shall conform to manufacture's specifications.
 - (c) The TMT bars procured shall conform to the specifications as laid by Tempcore, Thermex, Evcon Turbo & Turbo Quench as the case may be.
 - (d) For TMT bars procured either from primary producers or secondary producers, the specifications shall meet the provisions of IS 1786 : 2008 pertaining to Fe 415D or Fe 500D or Fe 550D grade of steel as specified in the tender.
- (2) The contractor shall have to obtain and furnish test certificates to the Engineer-in-charge in respect of all supplies of steel brought by him to the site of work.
- (3) Samples shall also be taken and got tested by the Engineer-in-Charge as per the provisions in this regard in relevant BIS codes. In case the test results indicate that the steel arranged by the contractor does not conform to the specifications as defined under para (1) above, the same shall stand rejected, and it shall be removed from the site of work by the contractor at his cost within a week's time of written orders from the Engineer-in-Charge to do so.
- (4) The steel reinforcement bars shall be stored by the contractor at site of work in such a way as to prevent their distortion and corrosion, and nothing extra shall be paid on this account. Bars of different sizes and lengths shall be stored separately to facilitate easy counting and checking.
- (5) For checking nominal mass, tensile strength, bend test, re-bend test etc. specimens of sufficient length shall be cut from each size of the bar at random, and at frequency not less than that specified below:

Size of bar	For consignment below 100MT	For consignment above 100MT
Under 10 mm dia bars	One sample for each 25 MT or part thereof	One sample for each 40 MT or part thereof
10mm to 16mm dia bars	One sample for each 35 MT or part thereof	One sample for each 45 MT or part thereof
Over 16mm dia bars	One sample for each 45 MT or part thereof	One sample for each 50 MT or part thereof

- (6) The contractor shall supply free of charge the steel required for testing including its transportation to testing laboratories and the testing charges shall be borne by the contractor.
 - (7) The actual issue and consumption of steel on work shall be regulated and proper accounts maintained. The theoretical consumption of steel shall be worked out as per procedure prescribed in the contract. In case the consumption is less than theoretical consumption including permissible variations (+3% for cutting into pieces +/- 2% for variation in weight) recovery at the rate so prescribed shall be made. In case of excess consumption, no adjustment need to be made.
- 5.101** Each Consignment shall be stored separately so that it can be readily identified and inspected. The arrangement of cement shall be such as to ensure the utilization of cement in the order of its arrival at the stores.
 - 5.102** Cement brought to site and cement remaining unused shall not be removed from site without the permission of Engineer-in-charge.
 - 5.103** The bidder shall give an undertaking that they have not made any payment or illegal gratification to any person authority connected with bid process so as to influence the offence under the PC Act in connection with the bid.
 - 5.104** The bidders shall disclose any payments made or proposed to be made to any intermediates (agents etc.) in connection with the bid.
 - 5.105** The contract period is 24 (Twenty-four) months and the same can be extended for further period twelvemonths' maximum at the same rate terms & conditions with mutual consent.
 - 5.106** Payment with required deduction as per contract condition shall be made on monthly basis (only one bill per month under this contract) for the items executed in the preceding month.
 - 5.107** Payment of M.S. structure steel shall be made as actual weight / Theoretical weight (i.e. Multiplying for standard coefficient) whichever is less.
 - 5.108** In the event of the contractor(s) committing a default or breach of any of the provisions of the boards contractor's labour regulations and model rules for the protection of health and sanitary arrangements for the workers as amended from time to time or furnishing any information or submitting or filling any statement under the provisions of the above regulations and rules which is materially incorrect, he/they shall without prejudice to any other liability, pay to the board a sum not exceeding Rs.200/- for every default breach or furnishing, making, submitting filling such materially incorrect statements and in the event of the contractor (s) defaulting continuously in this respect, the penalty may be enhanced to Rs.200/- per each day of default subject to a maximum of 5 percent of the cost of the work. The decision of the engineer-in-charge shall be final and binding on the parties.
 - 5.109** A bill shall be submitted by the contractor each month on or before the date fixed by the engineer-in-charge for all works executed in the previous month and the engineer-in-charge shall take or cause to take the requisite measurement for the purpose of having the same verified and the claim, as far as admissible, adjusted as far as possible, before the expire of ten days from the presentation of the bill. If the

contractor does not submit the bill within the time fixed as aforesaid, the engineer-in-charge may depute within seven days the date fixed aforesaid, subordinate to measure up the said work in the presence of the contractor whose counter signature to the measurement list will be sufficient warrant and the engineer-in-charge may prepare a bill from such list.

5.110 The contractor shall submit all bills on the printed form to be had on application at the office of the engineer-in-charge and the charges in the bills shall always be entered at the rates specified in the tender or in the case of any extra work ordered in purpose of these conditions and not mentioned or provided for in the tender at the rate hereinafter provided for such work.

5.111 The Bank Guarantee submitted towards Security deposit should be of any Nationalized/Scheduled Bank (except Co-Operative Bank) having its branch at Gandhidham. The Bank Guarantee received from respective bank through registered A.D. shall only be accepted.

5.112 The Contractor shall affix seal along with signature in the Tender, failing which the bid / Tender will be considered as non-responsive and be liable to discharge.

5.113 All payments to contractors shall be made direct to the bank account of the contractors for which necessary details shall be furnished by the contractor including PAN.

5.114 Security deposit shall consist of Performance Guarantee to be submitted at award of work. Performance Guarantee should be 3% of the contract price which should be submitted in form of bank Guarantee or Demand Draft, within (21 days in case of domestic bids and within 28 days in case of global bids) of receipt of Letter of acceptance/ Intent which will be refunded immediately not later than 14 days from completion of contract period.

Failure of successful Bidder to comply with the requirement 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.

The documentary evidence (copy of paid Challan in Govt. Treasury) of Welfare Cess @1% of work done or as amended by Statutory Authority from time to time, paid on final bill shall be submitted before releasing the Performance Guarantee.

5.115 Construction of Site Offices

Site offices shall be constructed by the contractor to facilitate working at site and to provide necessary facilities for maintenance of site records, drawings, plans, approved samples, codes and specifications, copy of agreement and detailed estimate etc. These structures are to be constructed at the cost of Contractor and should obtain written permission from E.I.C.

5.116 Removal of rejected/sub-standard materials

(a) Whenever any material brought by the contractor to the site of work is rejected, entry thereof should invariably be made in the Site Order Book under the signature of the Assistant Engineer, giving the approximate quantity of such materials.

(b) As soon as the material is removed, a certificate to that effect shall be recorded by the JE/AE against the original entry, giving the date of removal and mode of removal,

including the registration number of the truck and a copy of gate pass wherever applicable.

5.117 Deviation in quantities

Normally deviation means deviation in quantities of agreement items, i.e. where there is increase or decrease in the quantities of items of work specified in the agreement.

Rates for such deviated items shall be calculated strictly as per the provision of agreement clauses.

5.118 Deriving the Market rates

As per provisions of variation clauses sometimes rates are to be determined based on market rates in certain conditions. In such cases the contractor within 14 days of receipt of order for execution of deviated quantities, extra or substituted items beyond permissible limits and before the commencement of such work shall give notice, for revision of rates, supported by proper analysis, for such quantities. Engineer-in-Charge shall consider the analysis submitted by contractor and determine the rates on basis of market rates.

Further in case market rates are less than the agreement rates then in such a case Engineer-in-Charge should give notice to the contractor within one month of occurrence of the excess and should decide the rates based on market rates considering the reply of contractor.

The analysis of rates on market rates should be on similar lines as adopted in the justification of tender except that market rates of material/labour, hire charges of plant and machinery intended to be used prevailing at the time of such order or occurrence shall be adopted. Over and above the market rates so arrived 10% would be added for overheads and profit of the contractor.

5.119 Payment of Final Bill

Final bill of all works shall be paid as per DPA's citizens' charter. In case contractor fails to submit the final bill within 2 months of completion of work, the process of final bill should be initiated by the E-I-C suo-moto to thwart the efforts of contractor to delay the preparation of final bill which in all probability may be in the minus. Similarly, E-I-C should not delay recoveries for any overpayments detected/ the recoveries being disputed by the contractor on the plea that contractor has gone to Arbitration.

5.120 Deleted

- 5.121** Tender with any condition, including conditional rebates, shall be rejected. However, tenders with unconditional rebate will be acceptable.

5.122 Prospective bidder(s) may raise query relating to bidding conditions, bidding process and/or rejection of its bid. The reasons for rejecting a tender or non-issuing a tender to prospective bidder will be disclosed where written enquires are made by the concerned bidder.

5.123 Special Conditions for Environmental Protection

- The Contractor(s) shall strictly follow up the environmental rules as per the Environmental (Protection) Act 1986 while execution of work.
- All constructions materials i.e. Cement, Aggregates, sand & fill materials which are to be used in construction work shall be covered with Tarpaulin or other fabric materials as directed by Engineer In Charge.
- The contractor(s) should stacked and disposed the waste materials in such a manner which are not destroy the environment.
- Machine mixers, vibrators, way batches plant, diesel generator sets and other vehicles engines shall not be left running when not in use.
- Emission of NO₂ and SO₂ shall be maintained within the work as per International Regulations.
- To prevent and minimize vibration and noise levels from machineries / vehicles during removal of civil wastes contractor(s) shall take the remedial action to minimize noise pollution.
- Provide adequate silencers attached with all vehicles and machines.
- Install suitable mufflers on engine exhaust and compressor component.
- The diesel generators set shall be used of noise less.
- To contractor(s) shall stacked/stored the construction materials at adequate distance from coastal area.
- The contractor(s) shall provide the barrier to prevent the construction materials from mixing up with surface / ground water.
- The contractor shall discharge Waste generated during construction work as per CPCB/GPCB regulations.

5.124 Epoxy paint of approved colour and shade shall be of Asian Paints, IEL Ltd., Nerolac or equivalent make, as approved by Engineer in charge.

5.125 Before painting to structural steel scraping to surface of structural steel is to be done as per the complete satisfaction of the Engineer in charge

5.126 The epoxy paint shall be applied as per specifications and literature of manufacture of company.

5.127 Epoxy paint of structural steel.

(I) Priming coat shall be of Zinc phosphate / Zinc chromate or as directed by Engineer in charge.

(II) Finishing specially modified epoxy resin enamel for optimum gloss and color retention or as directed by Engineer in charge.

- 5.128** Before painting work, the surface should be thoroughly clean from all the loose material and scrapping should be done wherever required as per the complete satisfaction of the Engineer in charge.
- 5.129** The welding of pipes & flanges etc., wherever necessary shall be done with best workmanship and strictly in conformity with the requirements laid down in the relevant IS.
- 5.130** The fittings viz. sluice valves, fire hydrants etc., shall be cleaned greased and painted with one coat of anti-corrosive paint two coats of red paint etc., to the entire satisfaction of the Engineer in charge.
- 5.131** All the joints i.e. flange for pipes, sluice valve and specials etc., rubber packing of 6mm thick and MS nut and bolts and washers should be IS standard
- 5.132** Floor primer paint and Enamel paint should be first quality of approved colour and shade of Asian Paint, IEL Ltd., Burger paint, Garware paint, Narolac paint or equivalent as approved by the Engineer in charge.
- 5.133** Various mandatory tests like absorption value analysis, impact value, water absorption test in respect of metal, crush aggregates used in various works are to be carried out during the execution of work silt content in sand is also to be checked and maintain the record in the Performa.
- 5.134** The concrete to be used for RCC works shall be made of two graded machine crushed trap stone metal. Mechanical appliances such as concrete mixer, vibrator etc., shall be used for mixing and consolidation on concrete.
- 5.135** The bidder has to execute Integrity pact agreement with DEENDAYAL PORT AUTHORITY, KANDLA (As per agreement form enclosed). Shri S. K. Sarkar, IAS (Retd.) & Shri Saurabh Chandra, IAS (Retd.) have been appointed as Independent External Monitor for Integrity Pact, whose address is as under:
- | | |
|---------------------------------|---|
| Shri S. K. Sarkar, IAS (Retd.) | (2) Shri Saurabh Chandra, IAS (Retd.) |
| B-104, Nayantara Aptt., | A-9, Sector-30, |
| Plot No.08-B, Sec-07, Dwarka, | Noida (UP) 201301 |
| New Delhi – 110 075 | Mobile No. 9871322133 |
| Mobile No. 98111 49324 | Email: saurabh7678@yahoo.co.in |
| Email :- sksarkar1979@gmail.com | |
- 5.136** The bidder has to sign and seal and uploads the scanned copy of Integrity Pact form (as per agreement form enclosed) along with the Technical Proposal as a token of acceptance. Original hard copy of the same along with the tender documents shall have to be forwarded subsequently so as to reach the office of Superintending Engineer (P) within 7 days of opening of the tenders failing which tender shall be considered irrelevant. However, the Agreement is to be executed during the issuance of Pre-Acceptance letter.

5.137 While evaluating tenders, regard would be paid to National Defense Security consideration.

5.138 REMOVAL OF REJECTED/SUB-STANDARD MATERIALS:-

- (a) Whenever any material brought by the contractor to the site of work is rejected, entry thereof should invariably be made in the Site Order Book under the signature of the Assistant Engineer, giving the approximate quantity of such materials.
- (b) As soon as the material is removed, a certificate to that effect shall be recorded by the JE/AE against the original entry, giving the date of removal and mode of removal, including the registration number of the truck and a copy of gate pass wherever applicable.

5.139 :-

- a. The contractor shall be registered under the "The building and Other Construction Workers (Regulation of Employment and Conditions of Services) Act, 1996".
- b. 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. The documentary evidence (copy of paid Challan in Govt. Treasury) of Welfare Cess @1% of work done or as amended by Statutory Authority from time to time, paid on final bill shall be submitted before releasing the Performance Guarantee.

5.140 The contractor shall be registered under the Building and other Constructions Workers (Regulation of Employment and Conditions of Service) Act, 1996.

5.141 The contractor has to incur the expenditure for preparation of 10 bonded copies of the Agreement, for which DPA will provide one copy of full set including indexing, insertion of page nos., certification with index.

5.142 All the royalties of the materials, quarry fees etc. payable by the contractor directly to the authorities concerned and the rates tendered shall be deemed to be inclusive of all such charges. Before claiming security deposit, contractor shall produce "No Dues certificate" from the Geologist and Mining Department of concern authority.

5.143 The contractor has to submit the bills along with documentary proof for payments made to the laborers through the bank.

5.144 Applicable only for Credit Items:-

- (a) Quantity considered for credit item is tentative, actual quantity may vary on either side.
- (b) Contractor has to pay GST as applicable on credit item along with the amount payable for credit item.
- (c) Full amount payable by the contractor against credit item shall be deposited in advance with DPA only after that contractor will be allowed to take away the dismantled materials.
- (d) The material to be taken away shall be weighed on weighbridge by the contractor at his own cost and actual weight shall be considered for quantity of credit item.

Contractor

**SUPERINTENDING ENGINEER (P)
DEENDAYAL PORT AUTHORITY**

SECTION 6

DRAWING

SECTION 7

BILL OF QUANTITIES

SECTION 8

FORMS OF SECURITIES AND OTHER FORMATS

FORMS OF SECURITIES AND OTHER FORMATS

Acceptable forms of securities are annexed. Bidders should not complete the performance and advance payment security forms at this time. Only the successful bidder will be required to provide performance and advance payment securities in accordance with one of the forms, or in a similar form acceptable to the employer.

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. 100/- non Judicial Stamp Paper]

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

Beneficiary _____ (Name and Address of Employer/Board)
Board 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 it's 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
 - (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]

**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 by the Major Port Authorities Act , 2021 (hereinafter called "The Board" which expression shall unless excluded by or repugnant to the context or meaning thereof be deemed to include the Board of Deendayal Port Authority, it's successors and assigns) having agreed to exempt M/s (Name of the contractor/s) (hereinafter called the "contractor") 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 Lodgment of Government Promissory Loan Notes for the due fulfillment by the said contractors of the terms and condition of the said contract, on production of a bank Guarantee for Rs. _____ (Rupees _____) only we, the (Name of the Bank and Address) _____ (hereinafter referred to as "the Bank") at the request of the contractors do hereby undertake to pay to the Board an amount not exceeding Rs. _____ (Rupees _____) only against any loss or damage caused to or suffered by the Board by reason of any breach by the contractors of any of the terms and conditions of the said contract.

2. We, _____, 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.

3 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 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.

4. 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.
5. 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.
6. This guarantee will not be discharged due to the change in the constitution of the Bank or the Contractor(s).
7. It is also hereby agreed that the Courts in **[insert city]** would have exclusive jurisdiction in respect of claims, if any, under this Guarantee.
8. We, _____ Bank lastly undertake not to revoke this guarantee during its currency except with the previous consent of the Board in writing.
9. Notwithstanding anything contained herein:
 - (a) Our liability under this Bank Guarantee shall not exceed Rs. _____ (Rupees _____ only);
 - (b) This Bank Guarantee shall be valid upto _____ ; and
 - (c) We are liable to pay the guarantee amount or any part thereof under this Bank Guarantee only and only if you serve upon us a written claim or demand on or before _____ (date of expiry of Guarantee)."

Date _____ day of _____ 2021

For (Name of Bank)
(Name)

Signature

SPECIMEN BANK GUARANTEE FOR ADVANCE PAYMENT

(To be executed on Rs.100/- 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 by the Major Port Authorities Act, 2021 (hereinafter called "The Board" which expression shall unless excluded by or repugnant to the context or meaning thereof be deemed to include the Board of Deendayal Port Authority, its successors and assigns, having agreed to release advance payment to M/s

(Name of the contractor/s)(hereinafter called the "contractor")

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 Advance Payment in cash or Lodgment of Government Promissory Loan Notes for the due fulfillment by the said contractors of the terms and condition of the said contract, on production of a bank Guarantee for Rs. _____ (Rupees _____) only we, the (Name of the _____ Bank _____ and _____ Address) _____

_____ (hereinafter referred to as "the Bank") at the request of the contractors do hereby undertake to pay to the Board an amount not exceeding Rs. _____ (Rupees _____) only against any loss or damage caused to or suffered by the Board by reason of any breach by the contractors of any of the terms and conditions of the said contract.

2. We, _____, 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.
3. 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 liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be a valid discharge of our liability for payment there under and the Contractor(s) shall have no claim against us for making such payment.
4. We, _____ 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.

5. 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.
6. This guarantee will not be discharged due to the change in the constitution of the Bank or the Contractor(s).
7. It is also hereby agreed that the Courts in [insert city] would have exclusive jurisdiction in respect of claims, if any, under this Guarantee.
8. We, _____ Bank lastly undertake not to revoke this guarantee during its currency except with the previous consent of the Board in writing.
9. Notwithstanding anything contained herein:
 - (a) Our liability under this Bank Guarantee shall not exceed Rs. _____(Rupees - _____only);
 - (b) This Bank Guarantee shall be valid upto_____ ; and
 - (c) We are liable to pay the guarantee amount or any part thereof under this Bank Guarantee only and only if you serve upon us a written claim or demand on or before __ _____ (date of expiry of Guarantee)."

Date _____ day of _____2021

For (Name of Bank)

(Name)

Signature

DISPUTES REVIEW BOARD AGREEMENT

(To be executed on Rs100/- 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 DRBoard ”) consisting of one/three
DRBoard Members, (Members from either party, i.e. contractor and Employer/Board)

(1)

.....(2)

.....(3)

.....

[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 DRBoard NOW
THEREFORE, the parties hereto agree as follows:

1. The parties agree to the establishment and operation of the DRBoard in accordance
with this DRBoard Agreement.
- 2 Expect for providing the services required hereunder, the DRBoard Members should
not give any advice to either party or to the Nodal Officer or his nominee concerning
conduct of the works.

The DRBoard 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 DRBoard.

- (b) Shall have had no previous employment by, or financial ties to, any party to the contract, or the Nodal Officer or his nominee, expect for fee based consulting services on other projects, all of which must be disclosed prior to appointment to the DRBoard.
 - (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 Nodal Officer or his nominee, and any and all prior involvement in the project to which the contract relates;
 - (d) Shall not, while a DRBoard Member be employed whether as a consultant or otherwise by either party to the contract, or the Nodal Officer or his nominee, expect as a DRBoard Member.
 - (e) Shall not, while a DRBoard Member, engage in discussion or make any agreement with any party to the contract, or with the Nodal Officer or his nominee, regarding employment whether as a consultant or otherwise either after the contract is completed or after services as a DRBoard 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 DRBoard Members.
3. Except for its participation in the DRBoard activities as provided in the contract and in this Agreement none of 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 Employer/Board or the contractor to question the continued existence of the impartiality and independence required of DRBoard Members.
4. The contractor shall:
- a) Furnish to each DRBoard Member one copy of all document which the DRBoard 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 DRBoard, including conference facilities and secretarial and copying services.
- 5. The DRBoard 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 DRBoard's issuance of its Recommendation on all disputes referred to it.
- 6. DRBoard Member, shall not assign or subcontract any of their work under this Agreement.
- 7. The DRBoard Members are independent and not employees or agents of either the Employer/Board or the Contractor.
- 8. The DRBoard Members are absolved of any personal or professional liability arising from the activities and the Recommendations of the DRBoard.
- 9. Fees and expenses of the DRBard Member[s] shall be agreed to and shared equally by the Employer/Board and the Contractor. If the DRBoard 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 nodal officer are his nominee at regular intervals, at times of critical construction events, and at the return request of either party. The timing of site filing agreement shall be fixed by the DRBoard
 - 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 nodal officer 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 nodal officer or his nominee.
- 11. Procedure for disputes referred to the DRBoard:
 - a) If either party objects to any action or inaction of the other party or the Nodal Officer or his nominee, the objecting party may file a written Notice of Dispute to the other party with a copy to the Nodal Officer or his nominee stating 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 DRBoard either party may refer the dispute to the DRBoard by written Request for Recommendation to the Board, the other party & the Nodal Officer or his nominee stating 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 DRBoard.
- e) When a dispute is referred to the DRBoard, and the DRBoard is satisfied that the dispute requires the DRBoard's assistance, the DRBoard shall decide when to conduct a hearing on dispute. The DRBoard may request that written documentation and arguments from both parties be submitted to each DRBoard 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 heard and to offer evidence. The DRBoard's Recommendation for resolution of the dispute will be given in writing, to the Employer/ Board, the contractor and the Nodal Officer or his nominee as soon as possible, and in any event not more than 28 days after the DRBoard'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 be utilized by the DRBoard. Private sessions of the DRBoard may be held at any location convenient to the DRBoard.

- b) The Employer/ Board, the Nodal Officer or his nominee and contractor shall have representatives at all hearing.
- c) During the hearing, no DRBoard Member shall express any opinion concerning the merit of any facet of the case.
- d) After the hearing are concluded, the DRBoard shall meet privately to formulate its Recommendation. All DRBoard deliberation shall be conducted in private, with all individual views kept strictly confidential. The DRBoard'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 DRBoard 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 DRBoard]

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 DRBoard 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.-

SPECIMEN 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 joint venture 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 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 printed tender document No.____ is full and final for all legal/contractual obligations [delete if not required].

Date:

Place:

Name of the Applicant:

Represented by (Name & Capacity)

**SPECIMEN LETTER OF AUTHORITY FROM BANK
FOR ALL BGs
(To be executed on Bank's Letter Head)**

Date:

To,
The Board of Deendayal Port Authority,

Dear Sir,

Sub: Our Bank Guarantee No. _____ dated _____
For Rs. _____ favoring yourselves
issued on a/c of M/s. _____ (Name of contractor).....

We confirm having issued the above mentioned guarantee favoring
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

<p style="text-align: center;">SPECIMEN LETTER OF AUTHORITY FOR SUBMISSION OF BID (To be executed on Rs.100/- non Judicial Stamp Paper)</p>
--

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:

JOINT VENTURE PARTNER INFORMATION FORM

[The Tenderer shall fill in this Form in accordance with the instructions indicated below].

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

Tender No.: *[insert number of Tendering process]*

Page _____ of _____ pages

1. Tender's Legal Name: <i>[insert Tenderer's legal name]</i>
2. JV's Party legal name: <i>[insert JV's Party legal name]</i> JV's Legal Lead Partner {insert name and address}
3. JV's Party Country of Registration: <i>[insert JV's Party country of registration and details of registration]</i>
4. JV's Party year of Registration: <i>[insert JV's Party year of registration]</i>
5. JV's Party Legal Address in Country of Registration: <i>[insert JV's Party legal address in country of registration]</i>
6. JV's Party Authorized Representative information Name: <i>[insert name of JV's Party authorized representative]</i> Address: <i>[insert address of JV's Party authorized representative]</i> Telephone/Fax numbers: <i>[insert telephone/fax numbers of JV's Party authorized representative]</i> Email Address: <i>[insert email address of JV's Party authorized representative]</i>
<p>7. Attached are copies of original documents of [check the box(es) of the attached original documents]</p> <p><input type="checkbox"/> documents]</p> <p>Articles of incorporation or registration of firm named in 2, above, in accordance with tender document.</p> <p><input type="checkbox"/> In case of government owned entity from India, documents establishing legal and financial autonomy and compliance with commercial law, in accordance with Tender Documents</p> <p><input type="checkbox"/> <u>PAN Number</u></p> <p><input type="checkbox"/> <u>Sales Tax / VAT registration number</u></p> <p><input type="checkbox"/> <u>Service Tax Registration Number</u></p> <p><input type="checkbox"/> Any other documents required for statutory compliance</p>

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

Date on _____ day of _____, _____ *[insert date of signing]*

EXCEPTIONS AND DEVIATIONS

As pointed out in the Tender Call Notice, Bidder may stipulate here exceptions and deviations to the bid conditions, if considered unavoidable.

Sr. No.	Page No. of Bid Document	Clause No. of Bid Document	Subject Deviation

Note: however, the Bidders to note that unacceptable deviations, if any, the bid shall be liable for rejection. Bidder is discouraged to deviate from bid conditions, specifications, delivery schedules, and commercial terms as per the tender document.

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

Date on _____ day of _____, _____ [insert date of signing]

INTEGRITY PACT IN DEENDAYAL PORT AUTHORITY

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 Trust, 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 DPT, 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 Trust. 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 as Independent External Monitor by DPT from 2013 to 2016. 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

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

E

mail :- sksarkar1979@gmail.com

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(s) / concession(s) for **Tender No. 03/P-2023** The Principal values full compliance with all relevant laws of the land rules, regulations, economic use of resources and of fairness / transparency in its relations with its Bidder(s) and / or Contractor(s).

In order to achieve these goals, the Principal will appoint Independent External Monitors (IEMs), who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

Section 1 - Commitments of the Principal

- (1) The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles: -
- (a) No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
 - (b) The Principal will, during the tender process treat all Bidder(s) with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential / additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.
 - (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 IPC / PC Act, or if there be a substantive suspicion in this regard, the Principal will inform the Chief Vigilance Officer and in addition can initiate disciplinary actions.

Section 2 - Commitments of the Bidder(s) / Contractor(s)

(1) The Bidder(s) / Contractor(s) commits themselves to take all measures necessary to prevent corruption. The Bidder(s) / Contractor(s) commits themselves to observe the following principles during participation in the tender process and during the contract execution.

- a. The Bidder(s) / Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal's employees involved in tender process or the execution of the contract or to any third person any material or other benefit, which he / she is not legally entitled to, in order to obtain in exchange of advantage of any kind whatsoever during the tender process or during the execution of the contract.
- b. The Bidder(s) / Contractor(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids, or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
- c. The Bidder(s) / Contractor(s) will not commit any offence, under the relevant Prevention of Corruption Act / Indian Penal Code / PC Act; further the Bidder(s) / Contractor(s) 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(s) / Contractor(s) of foreign origin shall disclose the name and address of the Agents / Representatives in India, if any. Similarly, the Bidder(s) / Contractor(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any. Further details as mentioned in the "Guidelines on Indian Agents of Foreign Suppliers" shall be disclosed by the Bidder(s) / Contractor(s). Further, as mentioned in the Guidelines all the payments made to Indian agent / representative have to be in Indian Rupees only.
- e. The Bidder(s) / Contractor(s) will, when presenting their bid, disclose any and all payments made, is committed to or intends to make to agents, brokers or any other intermediaries, in connection with the award of the contract.
- f. Bidder(s) / Contractor(s) who have signed the Integrity Pact shall not approach the Courts while representing the matter to IEMs and shall wait for their decision in the matter.

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

Section 3 - Disqualification from tender process and exclusion from future contracts.

If the Bidder(s) / Contractor(s), before award or during execution has committed a transgression through a violation of Section-2 above, or in any other form, such as to put their reliability or credibility in question, the Principal is entitled to disqualify the Bidder (s) / Contractor(s), from the tender process, or take action as per the procedure mentioned in the "Guidelines on Banning of business dealings".

Section 4 - Compensation for Damages

- (1) If the Principal has disqualified the Bidder(s), from the tender process prior to the award, according to Section 3, the Principal is entitled to demand and recover the damages equivalent to Earnest Money Deposit / Bid Security.
- (2) If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to Section 3, the Principal shall be entitled to demand and recover from the Contractor, liquidated damages of the Contract Value or the amount equivalent to Security Deposit / Performance Bank Guarantee, whichever is higher.
- (3) The Bidder(s) agrees and undertakes to pay the said amounts, without protest or demur, subject only to condition that, if the Bidder(s) / Contractor(s) 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 transgressions occurred in the last three years with any other company in any country confirming to the anti-corruption approach or with any other Public Sector Enterprises in India, that could justify his exclusion from the tender process.
- (2) If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or action can be taken as per the procedure mentioned in "Guidelines on Banning of Business dealing".

Section 6 - Equal treatment of all Bidders / Contractors

- (1) In case of a Joint Venture, all the partners of the Joint Venture will enter into agreement with identical conditions as this on which all Bidders.
- (2) There is no provision of sub-contract in the tender, any violation of the same, Contractor shall be held solely responsible for the same.

Section 7 - Criminal charges against violating Bidders / Contractors

If the principal obtains knowledge of conduct of a Bidder or Contractor or of an employee, or a representative, or an associate of a Bidder or Contractor, which constitutes corruption, or if the Principal has substantive suspicion, in this regard, the Principal will inform the same to the Chief Vigilance Officer (CVO) and the CVO will take further necessary action as deemed fit in accordance with the CVC Manual.

Section 8 - External Independent Monitor

- (1) The Principal appoints competent and credible Independent External Monitor for this Pact after approval by Central Vigilance Commission. 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 and performs his / her functions neutrally and independently. The Monitor would have access to all Contact documents, whenever required. It will be obligatory for him / her to treat the information and documents of the Bidders / Contractors as confidential. He / she reports to the Chairperson of the Board of the Principal.
- (3) The Bidder(s) / Contractor(s) 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 / her request and demonstration of a valid interest, unrestricted and unconditional access to the project documentation. The Monitor is under contractual obligation, to treat the information and documents of the Bidder / Contractor with confidentiality.
- (4) The Monitor is under contractual obligation to treat the information and documents of the Bidder(s) / Contractor(s) with confidentiality. The Monitor has also signed declaration on "Non-Disclosure of Confidential Information" and of "Absence of Conflict of Interest". In case of any conflict of interest arising at a later date, the IEM shall inform Chairman, DPA and recues himself / herself from that case
- (5) 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 / Contactor. The parties offer to the Monitor the option to participate in such meetings.
- (6) As soon as the Monitor notices, or believes to notice, a violation of this agreement, he / she will so inform the Management of the Principal and request the management to discontinue, or take corrective 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.

(7) 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 or intimation to him by the Principal and, should the occasion arise, submit proposals for correcting problematic situations.

(8) If the Monitor has reported to the Chairperson of the Board of the Principal, a substantiated suspicion of an offence under relevant IPC / PC Act and the Chairperson of the Board of the Principal has not, within reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner, Government of India.

(9) The word "**Monitor**" would include both singular and plural.

Section 9 - Pact Duration

This Pact begins when both parties have legally signed it. It expires for the Contractor 12 months after the last payment under the contract, and for all other Bidders 6 months after the contract has been awarded. Any violation of the same would entail disqualification of the bidder and exclusion from future business dealings.

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 6 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. Side agreements have not been made.

(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.

(5) Issues like Warranty / Guarantee etc. shall be outside the purview of IEMs.

(6) In the event of any contradiction between the Integrity Pact and its Annexure, the Clause in the Integrity Pact will prevail.

(For & on behalf of the Principal)

(For & on behalf of the
Bidder/Contractor)

(Office Seal)

(Office Seal)

Place: Gandhidham
Date: ____/____/20____

Witness-1:
(Name & Address) _____

Witness-2:
(Name & Address) _____

STAGE PAYMENT

(To be executed on Rs.100/- non-judicial Stamp paper)

[The Bank as requested by the successful Tender, shall fill in this form in accordance with the instruction indicated.]

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

[Banks letterhead]

Beneficiary: [insert legal name and address of port]

Stage PAYMENT GUARANTEE No.: [insert stage payment Guarantee no.]

We [insert legal name and address of bank], have been informed that [insert complete name and address of contractor] (hereinafter called "the contractor") has entered into contract No. [Insert number] dated [insert data of agreement] with you, for execution of works viz., [insert title of contract] (hereinafter called "the contract").

Furthermore, we undertake that, according to the condition of the contract, an advance is to be made against an advance payment guarantee.

At the request of the contractor, we hereby irrevocable undertake to pay you any sum or sums not exceeding in total an amount of [insert amount(s) in figures and words] upon receipt by us of your first demand in writing declaring that the contractor is in breach of its obligation under the contract because the contractor has been paid the stage payment in realization of his invoice no.-----dated ------towards execution of contract.

It is a condition for any claim and payment under this Guarantee to be made that the stage payment referred to above must have been received by the contractor on its account [insert number and domicile of the account] and that the contractor failed to execute the contract as per the contract.

This Guarantee shall remain valid and in full effect from the date of the stage payment received by the contractor under the contract until [insert date].

[signature(s) of authorized representative(s) of the bank]

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

The bank shall insert the amount(s) specified in the SCC and denominated, as specified in the SCC, either in the currency(ies) of the contract or a freely convertible currency acceptable to the Employer.

Insert the completion/ schedule data stipulated in the Contract Delivery Schedule. The Employer should note that in the event of an extension of an extension of the time to perform the contract, the Employer would need to request an extension of this Guarantee from the bank. Such request must be in writing and must be made prior to the expiration data established in the Guarantee. In preparing this Guarantee, the Employer might consider adding the following text to the form, at the end of the penultimate paragraph: "We agree to extend his Guarantee for a period not exceeding [six month]/[one year] at a time, in response to the Employer's written request for such extension, such request to be presented to be presented to us before the expiry of the Guarantee."