

DEENDAYAL PORT AUTHORITY
MECH. ENGG. DEPTT.

TENDER CORRIGENDUM NOTICE No. 01

Global Tender for: “Engineering, Procurement and Construction for Development of Mechanized Fertilizer and Other Clean Cargo Handling Facility at Berth No.14 in Deendayal Port, Kandla”

TENDER NO: MS/WK/4030/VIII-EPC

The queries received from all prospective bidders for the EPC work of the subject project have been examined, and following tender conditions are revised as follows:

1. ‘Schedule of Payments’ in clause no. GCC 15.1 of Section VII ‘Special Conditions of Contract’ of Volume I of tender document (at Page no. 134) shall be read as:

Schedule of Payments:

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

NOTE:

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

Bank Payment Agreement Form

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

Declaration by the party

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

Signature of the party with the seal

Declaration by the bank

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

Signature of the bank manager with the seal.

- a) Advance Payment:** Contractor, if requested, shall be paid recoverable interest bearing Mobilisation Advance up to a maximum of 10% (Ten Percent) of awarded Contract Value. Mobilization advance sought by a Contractor must be secured and shall bear interest rate (medium terms) as Marginal Cost of Fund based Lending Rate (MCLR) for one year charged by SBI (applicable on the date of disbursement of mobilization advance) plus 2.0% p.a. on reducing balance basis, as on date of payment.

The Bank Guarantee etc., taken towards security of 'Mobilisation Advance' should be at least 110% of the advance so as to enable recovery of not only principal amount but also the interest portion, if so required.

The mobilisation advance should not be paid in less than two instalments (each maximum of 5%) subject to the fulfilment of the following conditions:

First Instalment: 5% (five percent) of Contract Value shall be payable as the first instalment of Mobilisation Advance, with in 15 (fifteen) Calendar Days, after fulfilling the following formalities by the Contractor:

- a) Signing of the Contract Agreement by the Contractor;
- b) Submission of Contract Performance Bank Guarantee; and,
- c) Submission of the Mobilisation Advance Guarantee;

Second Instalment: Balance 5% (five percent) as follows (or other specific conditions on case-to-case basis):

- a) After the Contractor has constructed a site office, storage shed, fabrication yard, etc. and has physically mobilized construction equipment and is ready to start the Works to the entire satisfaction & certification of the PMC and Engineer-in-Charge; and,
- b) Submission of the Mobilisation Advance Guarantee.

Recovery of Mobilisation Advance: Recoveries will be effected from each Running Account Bill at the rate of 10% of the gross bill value, till the entire Mobilisation Advance (together with interest accrued thereon) is fully recovered by 80% of the financial progress. For avoidance of doubt, in any case, the recovery of the advance amount shall be completed by the Authority before 80% financial progress of the work by suitable recovery amount.

- b) The Engineer-in-charge will be entitled to deduct or adjust any sum of money payable by the contractor to DPA under the terms of any contract executed by him or on behalf from their security deposit or from any sum that may become due from the present contract.
- c) The contractor should submit the bill every month along with the details of payment to the engaged staffs viz., Name of the employee, Net amount credited into bank, name of the Bank and date on which the amount was credited into the bank. The

contractor must certify that the payment to the employees provided by him have to be credited to concerned individual bank.

- d) The contractor shall note that no interest be payable by the Employer for any Delayed Payments unless otherwise stipulated in tender.
- e) The contractor shall be registered under the The Building and Other Constructions Workers (Regulation of Employment and Conditions of Service) Act, 1996, if applicable. The payment from 2nd bill to pre-final bill, shall be released, subject to the condition that the documentary evidence (copy of paid Challan in Govt. Treasury) of the Welfare Cess @1% of work done or as amended by Statutory Authority from time to time, paid to concerned authority is submitted for the previous bill”.
- f) Schedule of payments for Schedule –B (BOQ):

Progressive Payment shall be paid as per milestone payment schedule (Billing Breakup) of agreed contract value. Vendor shall prepare the detail milestone schedule and submit for approval to Employer. Basic weightage for the cost bifurcation shall be followed as per below:

- i. **Engineering:** On submission and approval of all design documents, drawings, plan and all other documents, as required:
 - a) **On Submission:** 1% of the Accepted Contract Amount.
 - b) **On Approval:** 1% of the Accepted Contract Amount.
- ii. On placement of Purchase Orders for supply of respective items of the BOQ : 3% of Accepted Contract Amount of respective items of BOQ.
- iii. On supply of material at site, duly certify by TPI and approved by the employer as per the technical specification and terms and condition of the contract. : 65% of Accepted Contract Amount of respective items of BOQ.
- iv. On completion of installation / erection and no-load testing of each item of BOQ, duly certified by TPI and approved by the employer as per the technical specification and terms and condition of the contract (No-load test is not applicable for Civil works). : 10% of Accepted Contract Amount of respective items of BOQ.
- v. On completion of the works and successful load trials of the entire facility / Project: : 15% of Accepted Contract Amount of BOQ.
- vi. On handover and commissioning of the entire facility / project: : 5% of Accepted Contract Amount of BOQ.

Vendor shall submit the detail milestone schedule (Billing breakup: Schedule A) based on the above breakup, only after which the payment shall be released. Break up shall be done so that the billing frequency is not more than one bill in a month.

The following document shall be submitted along with invoice for material supply.

- i. Invoices 1 set of original + 2 Sets of copies.
- ii. LR/GR/RR - 3 Copies.
- iii. Packing list or delivery challan - 3 copies.
- iv. Test certificate wherever applicable - 3 copies

- v. Certificate of Insurance - 1 Copy
- vi. Manufacturer Test Report - 1 Copy.
- vii. Material Dispatch Certificate (MDCC) issued by employer prior to dispatch of material - 3 copies
- viii. The details of where material shall be used.

The following document shall be submitted along with invoice for Engineering, Installation & Commissioning related payment:

- i. Relevant drawing / documents duly approved by employer.
- ii. Issued certificate of work completion report / QC report etc. stating completion of work / milestone as per required specification duly certified by Employer.

If applicable, status of completion of NC for particular work / milestone.

2. In NIT & Sec-III, Qualifying Criteria, the Definition of Similar Works may be read as:

Engineering, procurement and construction (EPC) of mechanized handling of any type of Fertilizer/ other clean cargo that includes hopper/ chute, conveyor system, and, ["with 'or' without of these: - ship unloading system, ship loading system, storage shed, bagging & stitching system, rake loading system, truck loading system, Maintenance contract of the system, Operation contract of the system"], with its associated electrical, civil, instrumentation etc. works;

‘OR’

Engineering, procurement and construction (EPC), of mechanized handling of any type of Dry Bulk Cargo that includes, hopper/ chute, conveyor system, and, ["with 'or' without of these: - ship unloading system, ship loading system, stacker system, stacker-cum-reclaimer system, Maintenance contract of the system, Operation contract of the system"], with its associated electrical, civil, instrumentation etc. works.

Value of other non-specified works, training, etc. shall be excluded from the project value, if any.

3. In NIT & Sec-III, Qualifying Criteria, 2. Capabilities and Resources may be read as:

The Bidder should be in the business of Engineering, Procurement and Construction (EPC) of Mechanized handling system of Fertilizer / other clean cargo; ‘OR’, EPC of bulk material handling system; with ‘or’ without maintenance / operation of the system.

All other clauses & conditions of the tender volumes shall remain unaltered/ unchanged unless specified in clarification to the pre-bid queries.

It may be noted that this corrigendum will supersede the similar clauses in the tender clauses/ conditions.