

# DEENDAYAL PORT AUTHORITY



## MECHANICAL ENGINEERING DEPARTMENT

**Tender No. MS/WK/4030/VIII-EPC**

**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”**

## VOLUME-I

**OFFICE ADDRESS:**

**Superintending Engineer (M)  
CME Liaison, 1<sup>st</sup> Floor, A.O. Building,  
P.O. Box No. 50, Gandhidham  
Deendayal Port Authority.  
Gandhidham – (Kutch)- 370 201  
Email :- [mechprojects.dpt@gmail.com](mailto:mechprojects.dpt@gmail.com)  
[cmepdt@gmail.com](mailto:cmepdt@gmail.com)  
Phone: + 91-2836-270484, 220636  
Fax: + 91-2836-220636  
Mob. Nos. SE(M): +91 70084 51510,  
E-I-C(Project): +91 93772 01085**

## **NOTICE INVITING GLOBAL TENDER**

### **DEENDAYAL PORT AUTHORITY**

**MECHANICAL ENGINEERING DEPARTMENT**

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

Superintending Engineer (M), DPA, New Kandla (Phone 02836-220636) invites Global Tenders in online system for the work of "ENGINEERING, PROCUREMENT AND CONSTRUCTION FOR DEVELOPMENT OF MECHANIZED FERTILIZER AND OTHER CLEAN CARGO HANDLING FACILITY AT BERTH NO.14 IN DEENDAYAL PORT, KANDLA "

**Estimated Cost: Rs. 290.85 Crores**

**EMD is Rs. 50.00 Lakhs OR USD 60,416.00 OR EURO 56,876.00 and Tender Fee is Rs. 29,500.00 (incl. of 18 % GST).**

The tender documents will be available on the websites <https://kpt.nprocure.com>, <http://deendayalport.gov.in> and <http://eprocure.gov.in> upto **14/07/2023 at 15:00 hrs.** and the same can be downloaded and used as tender documents.

Pre-bid Meeting will be held on 28/06/2023 at 15:30 hrs.

Last date and time of submission of tender is **14/07/2023 upto 15:00 hrs.**

Date and time for opening of Preliminary and Technical bid is **14/07/2023 at 15:30 hrs.** Corrigendum, if any, will be placed on websites only.

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

## **NOTICE INVITING ON LINE GLOBAL TENDER**

Details about tender:

<b>Department Name</b>	Mechanical Engineering Department
<b>Circle/ Division</b>	Project Cell, Circle Division, Port & Custom Building, First Floor, New Kandla-(Kutch)-370210
<b>Tender Notice No.</b>	MS/WK/4030/VIII-EPC
<b>Name of Project/Work</b>	"ENGINEERING, PROCUREMENT AND CONSTRUCTION FOR DEVELOPMENT OF MECHANIZED FERTILIZER AND OTHER CLEAN CARGO HANDLING FACILITY AT BERTH NO.14 IN DEENDAYAL PORT, KANDLA "
<b>Estimated Contract Value (INR)</b>	<b>Rs. 290.85 Crores</b>
<b>Period of Completion (in Months)</b>	15 (Fifteen) Months from the date of issue of work order.
<b>Bidding Type</b>	Open
<b>Bid Call (Nos.)</b>	One
<b>Tender Currency Type</b>	Multiple - Indian Rupee, US Dollar, Euro
<b>Tender Currency Settings :</b>	<p>(i) The Tenderer shall quote in Indian Currency (INR) of the portion of the Tender price that corresponds to expenditures incurred in the currency of India (INR).</p> <p>(ii) The Tenderer may express the Tender price equivalent to US \$ or Euro for imported components of the facilities, the Tenderer wishes to be paid in a combination of amounts in different currencies, he may quote his price accordingly but shall use not more than two currencies including the currency of India unless otherwise specified in TIS.</p> <p>(iii) For evaluation purposes, exchange rate shall be in accordance with ITT clause 34.1</p>
<b>Qualifying Criteria :</b>	<p><b>PRE-QUALIFICATION CRITERIA FOR ELIGIBLE BIDDERS:</b>  <b>The Bidders shall fulfil the following pre-qualification criteria:</b></p> <p><b>1. <u>Financial Eligibility:</u></b>  Average annual financial turnover during the last 3 years, ending 31<sup>st</sup> March of the previous financial year, should be at least Rs. <b>87.26 Crores.</b></p> <p><b>2. <u>Capabilities and Resources:</u></b>  The Bidder should be in the business of Engineering, Procurement and Construction (EPC) of Mechanized handling of Fertilizer / other clean cargo including ship unloading 'or' loading system, hopper 'or' chute, conveyor system, bagging - stitching with 'or' without rake</p>

	<p>'or' truck loading facility, with its associated electrical, civil, instrumentation etc. works, with 'or' without maintenance / operation of the system; 'OR', EPC of bulk material handling system including ship unloading 'or' loading system, hopper 'or' chute, conveyors, stacker 'or' stacker-cum-reclaimer etc. with 'or' without maintenance / Operation.</p> <p><b>3. <u>Technical Eligibility:</u></b></p> <p>a) Experience of having successfully completed similar works during last 07 years ending last day of month previous to the one in which the tender was invited should be either of the following:</p> <ol style="list-style-type: none"> <li>1. Three similar completed works, each costing not less than the amount equal to Rs. 116.34 Crores or,</li> <li>2. Two similar completed works, each costing not less than the amount equal to Rs.145.43 Crores or,</li> <li>3. One similar completed work costing not less than the amount equal to Rs. 232.68 Crores.</li> </ol> <p>The values of the above criteria if mentioned in other than INR (i.e. USD or Euro) will be evaluated as per ITT 34.1.</p> <p><b>Similar works:</b></p> <table border="1"> <thead> <tr> <th>Sr. No.</th><th>Definition of Similar works : Successfully completed similar works <b>in India or abroad</b> should be either of the following :-</th></tr> </thead> <tbody> <tr> <td>1.</td><td> <p>Engineering, procurement and construction (EPC) of mechanized handling of any type of Fertilizer/ other clean cargo that includes, ship unloading 'or' loading system, hopper 'or' chute, conveyor system, with 'or' without storage shed, with 'or' without bagging - stitching system &amp; with 'or' without rake 'or' truck loading facility, with its associated electrical, civil, instrumentation etc. works, with 'or' without Maintenance/ Operation of the system; 'OR',</p> <p>Engineering, procurement and construction (EPC), of mechanized handling of any type of Dry Bulk Cargo that includes, ship unloading 'or' loading system, hopper 'or' chute, conveyor system, stacking 'or' stacking-cum-reclaiming system, with its associated electrical, civil, instrumentation etc. works, with 'or' without Maintenance/ Operation of the system.</p> <p>Value of other works, training, etc. shall be excluded from Project Value, if any.</p> </td></tr> </tbody> </table> <p><b>Satisfactory Performance:</b> For the above technical experience mentioned, the Tenderer shall submit the documentary proof for satisfactory performance from the firms where the similar works were executed.</p>	Sr. No.	Definition of Similar works : Successfully completed similar works <b>in India or abroad</b> should be either of the following :-	1.	<p>Engineering, procurement and construction (EPC) of mechanized handling of any type of Fertilizer/ other clean cargo that includes, ship unloading 'or' loading system, hopper 'or' chute, conveyor system, with 'or' without storage shed, with 'or' without bagging - stitching system &amp; with 'or' without rake 'or' truck loading facility, with its associated electrical, civil, instrumentation etc. works, with 'or' without Maintenance/ Operation of the system; 'OR',</p> <p>Engineering, procurement and construction (EPC), of mechanized handling of any type of Dry Bulk Cargo that includes, ship unloading 'or' loading system, hopper 'or' chute, conveyor system, stacking 'or' stacking-cum-reclaiming system, with its associated electrical, civil, instrumentation etc. works, with 'or' without Maintenance/ Operation of the system.</p> <p>Value of other works, training, etc. shall be excluded from Project Value, if any.</p>
Sr. No.	Definition of Similar works : Successfully completed similar works <b>in India or abroad</b> should be either of the following :-				
1.	<p>Engineering, procurement and construction (EPC) of mechanized handling of any type of Fertilizer/ other clean cargo that includes, ship unloading 'or' loading system, hopper 'or' chute, conveyor system, with 'or' without storage shed, with 'or' without bagging - stitching system &amp; with 'or' without rake 'or' truck loading facility, with its associated electrical, civil, instrumentation etc. works, with 'or' without Maintenance/ Operation of the system; 'OR',</p> <p>Engineering, procurement and construction (EPC), of mechanized handling of any type of Dry Bulk Cargo that includes, ship unloading 'or' loading system, hopper 'or' chute, conveyor system, stacking 'or' stacking-cum-reclaiming system, with its associated electrical, civil, instrumentation etc. works, with 'or' without Maintenance/ Operation of the system.</p> <p>Value of other works, training, etc. shall be excluded from Project Value, if any.</p>				

	<p><b>Note:</b></p> <p>(i) The tender prices expressed in different currencies shall be converted into Indian national rupees (INR). The source of exchange rate shall be as published on RBI Website - <a href="https://rbi.org.in/home.aspx">https://rbi.org.in/home.aspx</a>. The INR conversion value of the foreign experience credentials for the Bidder will be considered as per the RBI exchange rates of the date of Completion of the work and, financial eligibility in INR to be certified by a Chartered Accountant (CA) on its letter head.</p> <p>(ii) In case the similar work has been executed for any private body in India, the bidder will be required to produce the tax deducted at source (TDS) certificate indicating the income tax deducted by the client for that work, which will form the basis for assessing the value of completed work. TDS certificate in case of Foreign bidder &amp; its credentials for PQC shall not be applicable. In this regard a certificate from a Chartered Accountant (CA) as per Note No. (i) &amp; (ii) of Cl. 3.1 of Sec-III &amp; NIT in Vol-I of Tender documents, shall fulfill the requirement.</p> <p>(iii) The foreign OEM shall comply with the conditions, at Appendix-1 of Volume –I of the tender documents.</p> <p>(iv) The Bidder shall visit the site and acquaint themselves of the prevailing local conditions before submitting their bid and confirm in the letter of undertaking that the bidder has visited the site. Bidder shall note that site visit certificate is mandatory and the certificate shall be as per Form-18.</p>
<b>Joint Venture</b>	<p>Allowed.</p> <p>1. In case of JV to qualify experience in similar works, merging of work order value executed by two or more of its member JV either as a whole or as member of JV shall not be permitted to qualify eligible works in terms of similar completed works. Only no. of work orders executed by members of JV shall be merged to evaluate experience.</p> <p>2. Lead partner should have executed at least one similar work costing 40 % of estimate cost i.e. Rs.116.34 Crores as per Minimum Eligibility Criteria.</p> <p>3. The works reckoned for the above purpose are those executed by the tenderer as prime contractor or proportionately as member of joint venture or as a subcontractor, authorized and approved by the Employer of the work(s) against which the tenderer has claimed his experience.</p>

	<p>4. In the case of bid submitted by JV / Consortium, the lead partner of the JV shall meet the Minimum Eligibility Criteria of Financial Turnover.</p> <p>5. Bid security as required shall be furnished by Lead member of Joint Venture.</p>
<b>Rebate</b>	<b>Not Applicable</b>
<b>Bid Document Fee</b>	<b>Rs.29,500.00 (incl. 18 % GST)</b>
<b>Bid Document Fee Payable To:</b>	<b>THE BOARD OF DEENDAYAL PORT AUTHORITY, GANDHIDHAM</b>
<b>Bid Security/ EMD (INR) :</b>	<p><b>Rs.50,00,000.00 (Fifty Lakhs only)</b></p> <p><b>The overseas bidder may submit the EMD of USD 60416.00 or EURO 56,876.00. The same amount of foreign currency denominated EMD submitted by the overseas bidder will be refunded to the bidder.</b></p>
<b>Bid Security/ EMD (INR) In Favour Of :</b>	<b>THE BOARD OF DEENDAYAL PORT AUTHORITY, GANDHIDHAM</b>
<b>Bid Document Downloading Start Date</b>	<b>12/06/2023</b>
<b>Bid Document Downloading End Date</b>	<b>14/07/2023 up to 15:00 Hrs.</b>
<b>Integrity Pact</b>	<b>Integrity Pact agreement duly signed by the bidder and two witnesses (witnesses sign also to be obtained by the bidder) is also required to be submitted in preliminary bid, failing which the bid shall be treated as non-responsive and shall be rejected.</b>
<b>Date &amp; Place of Pre-Bid Meeting</b>	<b>28/06/2023 @ 15:30 Hrs., at Chamber of Chief Mechanical Engineer, A.O. Building, Gandhidham, Gujarat</b>
<b>Last Date &amp; Time for Receipt of Bids</b>	<b>14/07/2023 up to 15:00 Hrs.</b>
<b>Bid Validity Period</b>	<b>180 Days</b>
<b>Condition</b>	<p>Demand Draft (DD)/Bankers' Cheque (BC)/Pay Order (PO) for tender fee and Demand Draft (DD)/Bankers' Cheque (BC)/Pay Order (PO)/ Bank Guarantee for EMD shall be submitted in Electronic Format only through on line (by scanning) while uploading the bid. This submission shall mean that EMD and tender fee are received. Accordingly, offer of those bidders shall only be opened whose EMD &amp; Tender Fee is received Electronically.</p> <p>Also, scanned copy of Integrity Pact agreement duly signed by the bidder and two witnesses (witnesses sign also to be obtained by the bidder) is required in preliminary bid, otherwise, the bid will be treated as non-responsive and shall be rejected.</p>

	<p>Also, for the purpose of realization, bidder shall send the same in original to Superintending Engineer (M) at the time of tender opening or send the same by hand/courier/RPAD/Speed post so as to reach The Superintending Engineer (M), Deendayal Port Authority, within 07 days from the last date of opening.</p> <p><b>(i) Earnest Money Deposit (EMD) for Indian Bidder:</b> The tender shall be accompanied by Earnest Money Deposit of Rs. 50,00,000/- (Rupees Fifty Lakh Only). The tender not accompanied with EMD in the prescribed format shall be treated as non-responsive. The Earnest Money Shall be submitted in the form of Banker's Cheque / demand draft / pay order / Bank Guarantee drawn in favour of Board of Deendayal Port Authority, Gandhidham, from any Nationalized Bank / Scheduled Bank (except co-operative bank) having its branch in Gandhidham.</p> <p><b>(ii) Earnest Money Deposit (EMD) for Overseas bidder:</b> The overseas bidder may submit the EMD of USD 60,416 OR EURO 56,876. The same amount of foreign currency denominated EMD submitted by the overseas bidder will be refunded to the bidder. The overseas manufacturers may submit the EMD in the form of Bank Guarantee (BG) by SWIFT mode in favour of 'THE BOARD OF DEENDAYAL PORT AUTHORITY, Gandhidham'. EMD in the form of BG, submitted by the bidder will be verified independently with the issuing bank. If Banker's confirmation is not received in a reasonable period till technical evaluation stage, the BG is considered as non-responsive and the bid shall not be taken up for Evaluation.</p> <p>The date for the exchange rate shall be 07 days prior to scheduled date of submission of techno-commercial bids excluding date of opening. The source of exchange rate shall be as published on RBI Website - <a href="https://rbi.org.in/home.aspx">https://rbi.org.in/home.aspx</a></p>
<b>Remarks</b>	<p>Scanned copy of EMD, tender fees and other bid documents shall be uploaded on <a href="https://kpt.nprocure.com">https://kpt.nprocure.com</a> and hard copies of the same should reach to Superintending Engineer (M) within seven days from last date of bid submission, failing which the bid will be treated as non-responsive &amp; shall be rejected.</p> <p>Address: CME Liaison, 1<sup>st</sup> Floor, A.O. Building, P.O. Box No. 50, Gandhidham, Deendayal Port Authority. Gandhidham – (Kutch)- 370 201. Phone: + 91-2836-270484, 220636, Fax: + 91-2836-220636. Country: INDIA.</p>
<b>Bid Opening Date</b>	<p>Preliminary Bid &amp; Technical Bid will be opened on 14/07/2023 @15:30 Hrs. Date of opening of price bid shall be notified after scrutiny and evaluation of Technical Bid.</p> <p><u>Note:</u> Scanned copy of EMD, tender fees &amp; Integrity Pact duly signed by the bidder and two witnesses (witnesses sign also to be obtained by the bidder) is also required in preliminary bid criteria. Otherwise</p>

	the bid will be treated as non-responsive & shall be rejected.
<b>Documents required to be submitted by scanning through online</b>	<ul style="list-style-type: none"> <li>a. Documents in support of fulfilling Qualifying Criteria as indicated above.</li> <li>b. EMD in form of DD/BC/PO/BG.</li> <li>c. Tender fee in form of DD/BC/PO.</li> <li>d. Documents Mentioned in Eligibility Criteria.</li> <li>e. Detailed drawing and specifications of the proposed system.</li> </ul>
<b>Officer- Inviting Bids:</b>	Superintending Engineer (M), Contact Address: CME Liaison, 1st Floor, A.O. Building, P.O. Box No. 50, Gandhidham, Deendayal Port Authority. Gandhidham – (Kutch)- 370 201. Phone: + 91-2836-270484, 220636, Fax: + 91-2836-220636.
<b>Bid Opening Authority :</b>	<b>Superintending Engineer (M)</b>
<b>Address:</b>	Superintending Engineer (M), Contact Address: CME Liaison, 1st Floor, A.O. Building, P.O. Box No. 50, Gandhidham, Deendayal Port Authority. Gandhidham – (Kutch)- 370 201. Phone: + 91-2836-270484, 220636, Fax: + 91-2836-220636.
<b>Contact Details :</b>	<p>Superintending Engineer (M), Contact Address: CME Liaison, 1st Floor, A.O. Building, P.O. Box No. 50, Gandhidham, Deendayal Port Authority. Gandhidham – (Kutch)- 370 201.</p> <p>Email:-<a href="mailto:mechprojects.dpt@gmail.com">mechprojects.dpt@gmail.com</a>, <a href="mailto:cmedpt@gmail.com">cmedpt@gmail.com</a>  Phone: + 91-2836-270484, 220636  Fax: + 91-2836-220636  Mob. Nos.:  SE(M): +91 70084 51510,  E-I-C(Project): +91 93772 01085</p>

**Signature & Seal  
of Contractor**

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



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## **TENDERING PROCEDURES**

### **PART-I SECTION -I. INSTRUCTION TO TENDERERS**

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## **SECTION-I. Instructions to Tenderers**

### **A. General**

#### **1. Scope of Tender**

- 1.1 The Employer/Port indicated in the Tendering Information Sheet (TIS), issues these Tendering Documents for the work of "ENGINEERING, PROCUREMENT AND CONSTRUCTION FOR DEVELOPMENT OF MECHANIZED FERTILIZER AND OTHER CLEAN CARGO HANDLING FACILITY AT BERTH NO.14 IN DEENDAYAL PORT, KANDLA" as specified in Section-V, Schedule of Requirements.
- 1.2 Throughout these Tendering Documents:
- (a) The term "in writing" means communicated in written form by printed and/ or neatly typed on computer. Communication means message received by the Employer or received from Employer by mail, e-mail, fax, telex, courier, post with proof of receipt/ delivery;
  - (b) If the context so requires, "singular" means "plural" and vice versa; and
  - (c) "day" means calendar day.
  - (d) "Procurement" means the entire scope of work as specified in Section V, Schedule of Requirement.

#### **2. Name of Procurement**

- 2.1 The Title and Brief Description of Scope of Supply as Specified in TIS.

#### **3. Fraud and Corruption**

- 3.1 The Employer/Port, Tenderers, Contractors, sub-Contractor and consultants, observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy, the Employer/ Port:
- (a) defines, for the purposes of this provision, the terms set forth below as follows:
    - (i) "corrupt practice" means the offering, giving, receiving, or soliciting directly or indirectly, of anything of value to influence the action of a public official in the procurement process or in execution;
    - (ii) "Fraudulent practice" means a misrepresentation or omission of facts in order to influence a procurement process or the execution of a contract.

- (iii) "Collusive practice" a scheme or arrangement between two or more Tenderers designed to establish tenders prices at artificial, noncompetitive level; and
  - (iv) "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the procurement process or affect the execution of a contract;
- (b) will reject a proposal for award, if it determines that, the Tenderer recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for the Contract in question;
- (c) will terminate contract if it determines at any time that representatives of the Employer/Port engaged in corrupt, fraudulent, collusive or coercive practices during the procurement or the execution of that contract;
- (d) will sanction a firm or individual, including declaring them ineligible, either indefinitely or for a stated period of time, to be awarded a contract if it at any time determines that they have, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practice in competing for, or in executing a contract and;
- (e) will have the right to require that a provision be included in Tendering Documents and in contracts, requiring Tenderers, Contractors and consultants to permit the Employer to inspect their accounts and records and their documents relating to the Tender submission and contract performance.
- 3.2 Furthermore, Tenderers shall be aware of the provision stated in Sub-Clause 34.1 (a) (iii) of the General Conditions of Contract.

#### **4. Eligible Tenderers:**

- 4.1 A Tenderer and all parties constituting the Tenderer may have the Nationality of any country. A Tenderer shall be deemed to have the Nationality of a country if the Tenderer is a citizen or is constituted, incorporated or registered and operates in conformity with the provision of the laws of that country. This criterion shall also apply to the determination of the Nationality of proposed subcontractors or Contractors for any part of the contract including Related Services.
- 4.2 A Tenderer shall not have a conflict of interest. All Tenderer found to have conflict of interest shall be disqualified. Tenders may be considered to have a conflict of interest with one or more parties in this Tendering process, if they;
- (a) are or have been associated in the past, with a firm or any of its affiliates which have been engaged by the Employer to provide consulting

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

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

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

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

## **5. Eligible Equipment/Goods & Related Services:**

5.1 All the Equipments and related services to be supplied under the contract as specified under section V, Schedule of Requirements.

For purpose of this clause, the term Goods means mechanized facility which includes commodities, raw materials, machinery, equipment and industrial plants; and "related services" includes services such as insurance, installation, testing training of Operation and Maintenance as specified in Section V, Schedule of Requirements.

## **B. Contents of Tendering Documents:**

6. Sections of Tendering Documents

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

## **PART 1 Tendering Procedures**

Section I. Instruction to Tenderers (ITT)

Section II. Tender information Sheet (TIS)

Section III. Evaluation and Qualification Criteria.

Section IV. Tendering Forms

## **PART 2 Supply Requirements**

Section V. Schedule of Requirements

## **PART 3 Contract**

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

- 6.1.2 The complete Tender Documents (except drawings) may be downloaded from the Port's web site as specified in **TIS**. Such downloaded documents shall be considered valid for participating in the Tender process. Demand Draft (DD)/Bankers' Cheque (BC)/Pay Order (PO) for both EMD and Tender Fee shall be submitted in Electronic Format only through online mode (by scanning) while uploading the bid. This submission shall mean that EMD and tender fee are received. Accordingly, offer of those bidders shall only be opened whose EMD & Tender Fee is received Electronically. The bidder may submit, at its option, the EMD in form of Bank Guarantee (BG) if favour of The Board of Deendayal Port Authority, A.O. Building, Gandhidham. However, for the purpose of realization, bidder shall send the same in original to Superintending Engineer (M) at the time of tender opening or send the same by hand/courier/RPAD/Speed post so as to reach the Superintending Engineer (M), Contact Address: CME Liaison, 1st Floor, A.O. Building, P.O. Box No. 50, Gandhidham, Deendayal Port Authority. Gandhidham – (Kutch)- 370 201. Phone: + 91-2836-270484, 220636, Fax: + 91-2836-220636. within 07 days from the last date of opening.

Submission of EMD, tender fees, Integrity Pact and other bid documents during office hours: Within 7(seven) days from the date of opening of Tender by hand/courier/RPAD/Speed post in the chamber of Superintending Engineer (M), within seven days from last date of bid submission, failing which the bid will be treated as non-responsive & shall be rejected. Contact Address: CME Liaison, 1st Floor, A.O. Building, P.O. Box No. 50, Gandhidham, Deendayal Port Authority. Gandhidham – (Kutch)- 370 201. Phone: + 91-2836-270484, 220636, Fax: + 91-2836-220636., Mobile: +91-7008451510/ 9377201085.

- 6.2 The Notice Inviting Tender (NIT) issued by the Employer forms part of the Tendering Documents.
- 6.3 The Employer shall make his all-out efforts to ensure the correctness of Documents available on the Website. However, the Employer is not responsible for the completeness or correctness of the Tendering Documents and their addendum, if they were not obtained directly from the websites.
- 6.4 The Tenderer is expected to examine all instructions, forms, terms and specifications in the Tendering Documents. Failure to furnish all information or documentation required by the Tendering Documents may result in the rejection of the Tender.

- 6.5 The Tender Documents (along with drawings, if any) are available with the office of the Employer as specified in Tender Information Form for sale as specified in TIS. **(Not Applicable).**
- 6.6 At the time of submission of (the hard copy of) the tender document alongwith all required documents, the tenderer shall give an undertaking that no change have been made in document. If any, discrepancy is noticed at any stage between the Port's tender document uploaded on websites and the one submitted by the tenderer, the conditions mentioned in the port's printed documents shall prevail. Besides, the tenderer shall be liable for legal action for the lapses.

## **7. Clarification of Tendering Documents**

- 7.1 A prospective Tenderer requiring any clarification of the Tendering Documents shall contact the Employer in writing at the Employers address specified in the TIS. The Employer will respond in writing to any request for clarification, provided that such request is received not later than two (2) days prior to the date of pre-bid meeting. As specified in TIS, Employer will conduct the Pre-bid meeting and the prospective Tenderers may attend the Pre-bid meeting. Employer shall issue clarification during the meeting. The Employer shall upload the clarification on websites: [http:// www.deendayalport.gov.in](http://www.deendayalport.gov.in) as well as <https://www.nprocure.com> & <http://www.eprocure.gov.in> without identifying its source. Should the Employer deem it necessary to amend the Tendering Documents as a result of a clarification, it shall do so following the procedures under ITT Clause 8 and ITT sub Clause 24.2. However, the Minutes of Meeting/Clarification/Addenda shall be posted on the websites only.
- 7.2 The Tenderer shall be deemed to have thoroughly examined the General and Special Conditions of contract, Various Schedules, drawings and scope of site works and restrictions thereof. If he shall have any issue to be clarified, the same shall be brought to the notice of the Employer in writing in the pre-bid meeting as mentioned in clause 7.1 above.

## **8. Amendments of Tendering Documents**

- 8.1 At any time prior to the deadline for submission of Tenders, the Employer may amend the Tendering Documents by issuing addendum.
- 8.2 Any addendum issued shall be part of the Tendering Document and shall be hoisted on websites only.

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



## **C. Preparation of Tenders**

### **9. Cost of Tendering**

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

### **10. Language of Tender**

- 10.1 The Tender, as well as all correspondence and documents relating to the Tender exchanged by the Tenderer and the Employer, shall be written in the English language only. Supporting documents and Printed literatures that are the part of the Tender may be in another language provided, they are accompanied by an accurate translation of the relevant passages into the English language only, in which case for purpose of interpretation of the Tender such translation shall govern.

### **11. Document Comprising the Tender**

- 11.1 The Tender shall comprise the following:

- (a) Form of Tender and the applicable Price Schedule in accordance with ITT Clause 12, 14 and 15.
- (b) Earnest Money Deposit (EMD), in accordance with ITT Clause 21;
- (c) Written confirmation authorizing the signatory of the Tenderer to commit the Tender, in accordance with ITT Clause 22;
- (d) Documentary evidence in accordance with ITT Clause 16 establishing the Tenderers eligibility to Tender;
- (e) documentary evidence in accordance with ITT Clause 17, that the Goods and related services to be supplied by the Tenderer as specified in section V, Schedule of Requirement;
- (f) Documentary evidence in accordance with ITT Clause 18 and 30, that the Goods and related services confirm to the Tendering Documents;
- (g) Documentary evidence in accordance with ITT Clause 19 establishing the Tenderers qualifications to perform the contract if its Tender is accepted; and
- (h) Any other documents required in the TIS.

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

- 12.1 The Tenderer shall submit the form of tender using the form furnished in Section IV, Tendering forms. This form must be completed without any alterations to its format and no substitute shall be accepted. All blank spaces shall be filled in with the information requested.
- 12.2 The Tenderer shall submit the online Price Schedule for Goods and related Services according to Section IV, Schedule of requirements, as appropriate, using the forms furnished in Section IV, Tendering Forms.
- 12.3 The Tenderer shall submit duly filled in form of Tender set in accordance with ITT Clause 23, along with both Techno-Commercial and Price Covers. In the Techno-Commercial Cover, the price related clause(s) shall be left blank and comment shall be made "Refer to the form of Tender and Price Cover".  
**(Deleted)**

## **13. Alternative Proposal**

- 13.1 Alternative proposals shall not be considered at all.

## **14. Tender Prices and Discounts**

- 14.1 The prices and discounts quoted by the Tenderer in the form of Tender and in the price Schedule shall confirm to the requirements specified below.
- 14.2 All lots and items must be listed and priced separately in the Price Schedule. If a price Schedule shows item listed but not priced their prices shall be assumed to be included in the price of other items. Items not listed in the price Schedule but specified in the Section V, Schedule of Requirements, their prices are deemed to have been in the Prices of other items.
- 14.3 The Price to be quoted in the Form of Tender shall be total price of the Tender, excluding any discounts offered.
- 14.4 The Tenderer shall quote unconditional discounts, if any and indicate the method for their application in the form of Tender.
- 14.5 The terms EXW, FOB, CIF, and other similar terms shall be governed by the rules prescribed in the current edition of Inco-terms, published by the International Chamber of Commerce, as specified in the TIS.
- 14.6 Prices shall be quoted as specified in each Price Schedule included in Section IV, Tendering Forms. The dis-aggregation of price component is required solely for the purpose of facilitating the comparison of Tenders by the Employer. This shall not in any way limit the Employer's right to contract on

any other terms offered. The Tenderer may obtain transport and insurance services as specified in TIS. Prices shall be in the following manner:

(a) For Goods Manufactured in India:

- (i) The price of the Goods quoted EXW (ex-works, ex-factory, ex ware house, ex showroom, or off-the-shelf, as applicable), excluding GST and other taxes already paid or payable on the components and raw materials used in the manufacture or assembly of the Goods.
- (ii) any GST and other taxes which will be payable on the Goods if the contract is awarded to the Tenderer; and
- (iii) The price for inland transportation, insurance and other local services required to convey the Goods to their final destination (Project Site) Specified in **TIS**.

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

- (i) the price of the Goods, quoted FOB named port of loading, as specified in the TIS;
- (ii) the price for inland transportation, insurance and other local services required to convey the Goods from the named place of destination to their final destination (Project Site) specified in the TIS;
- (iii) in addition to the prices specified in (b) (i) above, the price of the Goods to be imported may be quoted FOB (named Port of loading) and cost of insurance and freight and Taxes and duties required to be paid in India separately till the Goods received at Project site i.e. Deendayal Port Authority, Gujarat, India;

(c) For Related Services, other than inland transportation and other services required to convey the Goods to their final destination, whenever such Related Services are specified in the Schedule of Requirements;

- (i) The price of each item comprising the Related Services (Inclusive of all applicable taxes but excluding GST).

14.7 Prices quoted by the Tenderer shall be fixed during the Tenderer's performance of the Contract and not subject to variation on any account unless otherwise specified in TIS and in accordance with GCC Clause 30.1. A Tender submitted with an adjustable price quotation shall be treated as non-responsive and shall be rejected, pursuant to ITT Clause 30.

## **15. Currencies of Tender**

- 15.1 The Tenderer shall quote in Indian Currency (INR) unless otherwise specified in NIT.
- 15.2 The Tenderer may express the Tender price equivalent to US \$ or Euro. If the Tenderer wishes to be paid in a combination of amounts in different currencies, he may quote his price accordingly but shall use not more than two currencies including the currency of India unless otherwise specified in TIS.
- 15.3 For evaluation purposes, exchange rate shall be in accordance with ITT clause 34.1.

## **16. Documents Establishing the Eligibility of the Tenderer**

- 16.1 To establish their eligibility in accordance with ITT Clause 4 Tenderers shall complete the form of Tender included in Section IV, Tendering Forms.

## **17. Documents establishing the eligibility of the Goods and Related Services.**

- 17.1 To establish the eligibility of the Goods and Related Services in accordance with ITT Clause 5, Tenderer shall complete the country of origin declaration in the Price Schedule Forms, included in Section IV, Tendering Forms.

## **18. Documents Establishing the Conformity of the Goods and Related Services.**

- 18.1 To establish the conformity of the Goods and Related Services to the Tendering Documents, the Tenderer shall furnish as part of its Tender the documentary evidence that the Goods conform to the technical specifications and standards as specified in Section V, Schedule of Requirements and Volume II of tender document.
- 18.2 The documentary evidence may be in the form of literature, drawings or data, and shall consist of a detailed item by item description of the essential technical and performance characteristics of the Goods and Related Services, demonstrating substantial responsiveness of the Goods and Related services to the Technical specification, and if applicable, a statement of deviations and exceptions to the provision of the Schedule of Requirements.
- 18.3 The Tenderer shall also furnish a detailed list giving full particulars, including available sources and current prices of spare parts including critical parts, special tools etc. necessary for the proper and continuing functioning of the Goods during the period specified in the TIS following commencement of the use of the Goods by the Employer.

- 18.4 Standard for workmanship, process, material and equipment as well as reference to brand names or catalogue number specified by the Employer in the Schedule of Requirement are intended to be descriptive only and not restrictive.

## **19. Documents Establishing the Qualification of the Tenderer.**

- 19.1 The documentary evidence of the Tenderer's qualifications to perform the contract if its Tender is accepted shall establish to the Employers satisfaction:
- (a) that, if required in the TIS, a Tenderer that does not Manufacture or produce the Goods it offers to supply shall submit the Manufacturers' Authorization using the form included in Section IV, Tendering Forms to demonstrate that it has been duly authorized by the manufacturer or producer of the Goods to supply these Goods in India.
  - (b) that, if required in the TIS, in case, a Tenderer not doing business within India, the Tenderer is or will be (if awarded the contract) represented by an agent in the country equipped and able to carry out the Contractor's maintenance, repair and spare parts stocking obligations prescribed in the Conditions of Contract and/or Technical Specifications; and
  - (c) that, the Tenderer meets each of the qualification criterion specified in SECTION III, Evaluation and Qualification Criteria.

## **20. Period of Validity of Tender**

- 20.1 Tender shall remain valid for the period specified in the TIS after the Tender submission deadline date prescribed by the Employer. A Tender valid for a shorter period will be rejected by the Employer as non-responsive.
- 20.2 In exceptional circumstances, prior to the expiration of the Tender validity period, the Employer may request Tenderers to extend the period of validity of their Tenders.

The request and the responses shall be made in writing. If an EMD is requested in accordance with ITT Clause 21, it shall also be extended for a corresponding period. A Tenderer may refuse the request without forfeiting its EMD. A Tenderer granting the request shall not be required or permitted to modify its Tender.

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

- 21.1 The Tenderer shall furnish as part of its Tender, an EMD, as specified in the TIS.

21.2 The EMD shall be in the amount specified in the TIS and denominated in the currency of the Employers Country, and shall;

- (a) at the Tenderers option, be in the form of either a Demand Draft/ Pay Order/ Certified Cheque / Bankers cheque payable in India in accordance with ITT clause 21.1 and as specified in the TIS from a Nationalized/Scheduled banks of India (Except co-operative bank) preferably having a branch in accordance with ITT clause 21.1 and as specified in the TIS;
- (b) EMD not in the form and manner as per ITT clause 21.2(a) will not be accepted and bid shall be treated as bid without EMD;
- (c) be in accordance with the form of EMD included in Section IV, Tendering forms or other form approved by the Employer prior to Tender submission;
- (d) be payable promptly upon written demand by the employer in case the condition listed in ITT Clause 21.5 are invoked;
- (e) be submitted in its original form; copies will not be accepted;
- (f) remain valid for a period of 30 days beyond the validity period of the Tenders, or as extended, if applicable, in accordance with ITT Clause 20.2;

21.3 If an EMD is required in accordance with ITT Sub-Clause 21.1, any Tender not accompanied by EMD in accordance with ITT Sub-Clause 21.1 shall be rejected by the Employer as non-responsive.

21.4 The EMD of unsuccessful Tenderers shall be returned as promptly as possible upon the successful Tenderers furnishing of the Performance Guarantee pursuant to ITT Clause 44.

21.5 The EMD may be forfeited:

- (a) if a tenderer withdraws its Tender during the period of Tender validity specified by the tenderer on the form of tender except as provided in ITT sub clause 20.2; or
- (b) If the successful Tenderers fails to;
  - (i) Signs the contract in accordance with ITT Clause 43;
  - (ii) Furnish a performance guarantee in accordance with ITT clause 44.

(iii) Pursuant to ITT Clause 31.4

- 21.6 The EMD of a JV must be in name of the JV that submits the Tender. If the JV has not been legally constituted at the time of tendering, the EMD shall be in the names of all future partners or in the name of lead partner as named in the letter of intent mentioned in section IV, Tendering forms, tendering information form.
- 21.7 The tenderer shall note that, no interest is payable on the EMD by the Employer.

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

- 22.1 The tenderer shall prepare one original documents comprising the tender as described in ITT Clause 11 and clearly mark it "ORIGINAL". In addition, the tenderer shall submit copies of the tender, in the number specified in the TIS and clearly mark them "COPY" in the event of any discrepancy between the original and the copies the original shall prevail.
- 22.2 The original and all copies of the tender shall be typed or written in indelible ink and shall be signed by a person duly authorized to sign on behalf of the tenderer.
- 22.3 Any interlineations, erasures or overwriting shall be valid only if they are signed or initiated by the person signing the tender.
- 22.4 At the time of submission of (the hard copy of) the tender document alongwith all required documents, the tenderer shall give an undertaking that no change have been made in document. If any, discrepancy is noticed at any stage between the Port's tender document uploaded on <https://kpt.nprocure.com> and the one submitted by the tenderer, the conditions mentioned in the port's tender document uploaded on <https://kpt.nprocure.com> shall prevail. Besides, the tenderer shall be liable for legal action for the lapses.

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

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

- 23.1 Tenderers may submit their tenders as specified in the TIS and in the form and manner in accordance with ITT clause no.23 and 24.
- (a) Tenderer shall submit their tender online on website <https://www.nprocure.com> only. The hard copy of the tender submitted online including tender fees, EMD and enclosures excluding priced bid without mentioning the rates quoted elsewhere, signed on bottom of each page in token of acceptance of Tender Conditions, shall be submitted within 7 days of opening of online bid by hand/courier/RPAD/Speed post in the

chamber of Superintending Engineer (M) failing which the bid will be treated as non-responsive & shall be rejected. Contact Address: CME Liaison, 1st Floor, A.O. Building, P.O. Box No. 50, Gandhidham, Deendayal Port Authority. Gandhidham – (Kutch)- 370 201. Phone: + 91-2836-270484, 220636, Fax: + 91-2836-220636.. Phone: 02836-270632, Mobile: +91-7008451510 / 9377201085.

23.2 The inner and outer envelope shall:

- (a) bear the name and address of the tenderer;
- (b) be addressed to the employer in accordance with ITT Sub- clause 24.1;
- (c) bear the specific identification of this Tendering process indicated in ITT 1.1 and any additional identification mark in accordance with ITT Clause 23.4 and as specified in the TIS; and
- (d) bear a warning not to open before the time and date for tender opening in accordance with ITT sub clause 27.1.

23.3 If all envelopes are not sealed and marked as required under ITT sub clause 23.4, the Employer will assume no responsibility for the misplacement or premature opening of the tender.

23.4 **(This Clause is Not Applicable)** - There will be three inner envelopes. One for EMD, second for techno-commercial offer and the third for price bid. All the three inner envelopes shall be sealed separately as under:

- (a) Cover containing earnest money deposit as specified in ITT clause no.21 and cover shall be titled "EARNEST MONEY DEPOSIT". EMD may be lodged by the bidder separately also with the Employer nominated officer before the dead line of submission of tender as specified in ITT Clause 24.
- (b) Techno-commercial offer to be sealed with all relevant documents as required as per ITT Clause no 11 and shall be titled "TECHNO COMMERCIAL OFFER".
- (c) Price offer shall be separately sealed and shall be clearly titled "PRICE BID- NOT TO OPEN TILL SHORT LISTING APPROVAL".
- (d) All the above three inner envelopes shall be sealed separately in an outer envelope as per ITT clause no 23.2

**24. Deadline for submission of tender**



- 24.1 Tenders must be received by the Employer on the website & hard copy thereof at the address and not later than the date and time specified in the TIS.
- 24.2 The Employer may, at its discretion, extend the deadline for the submission of Tenders by amending the tendering documents in accordance with ITT clause 8, in which case all rights and obligation of the Employer and Tenderer previously subjected to the deadline shall thereafter be subjected to the deadline as extended.
- 24.3 All Tenders shall be received by the nominated officer of the Employer on or before the deadline of submission of offers as indicated in TIS.

## **25. Late Tenders**

- 25.1 The Employer shall not consider any Tender that arrives after the deadline for submission of Tenders in accordance with ITT clause 24, any Tender received by the Employer after the deadline for submission of Tenders will be declared late, rejected and returned unopened to the tenderer.

## **26. Withdrawal, Substitution and Modification of Tenders (Clause 26.1 & 26.2 are Not Applicable)**

- 26.1 A Tenderer may withdraw, substitute or modify its tender after it has been submitted by sending a written notice in accordance with ITT clause 23, duly signed by an authorized representative and shall include a copy of the authorization (the power of attorney) in accordance with ITT sub clause 22.2 (except that no copies of the withdrawal notice are required). The corresponding substitution or modification of the tender must accompany the respective written notice. All notices must be:
- (a) submitted in accordance with ITT Clause 22 and 23 (except that withdrawal notice do not require copies) and in addition the respective envelope shall be clearly marked "WITHDRAWAL", "SUBSTITUTION" or "MODIFICATION"
  - (b) received by the Employer prior to the deadline prescribed for submission of Tenders in accordance with ITT Clause 24.
- 26.2 Tenders requested to be withdrawn in accordance with ITT sub clause 26.1 shall be returned unopened to the Tenderers.
- 26.3 No Tenders may be withdrawn, substituted or modified in the interval between the deadline for submission of Tenders and the expiration of the period of Tender validity specified by the Tenderer on the Form of Tender or any extension thereof.

## 27. Tender Opening

27.1 The Employer shall conduct the Online Tender opening at the address, date and time specified in the TIS.

27.2 **(Not Applicable)** - First envelope marked " WITHDRAWAL" shall be opened and read out and the envelope with the corresponding Tender shall not be opened but returned to the Tenderer. If the withdrawal envelope does not contain a copy of the "Power of Attorney" confirming the signature as a person duly authorized to sign on behalf of the Tenderer the corresponding Tender will be opened. No Tender withdrawal shall be permitted unless the corresponding withdrawal notice contain a valid authorization to request the withdrawal and is read out at Tender opening. Next, envelopes marked " SUBSTITUTION" shall be opened and read out and exchanged with the corresponding Tender being substituted, and the substituted tender will not be opened, but returned to the Tenderer. No Tender substitution will be permitted unless the corresponding substitution notice contain a valid authorization to request the substitution and is read out at Tender opening. Envelopes marked " MODIFICATION" shall be opened and read out with the corresponding Tender. No Tender modification shall be permitted unless the corresponding modification notice contains a valid authorization to request the modification and is read out at Tender opening. Only envelopes that are opened and read out at Tender opening shall be considered further.

27.3 **(Not Applicable)** - At first the outer envelope containing three inner envelopes shall be opened. Then the inner envelope marked "EMD" shall be opened. On confirmation of EMD in accordance with the ITT clause 21, the second inner envelope marked "Techno-Commercial Offer" shall be opened. Otherwise, the offer is considered rejected in accordance with the ITT clause 32.2. All envelopes except price bid cover shall be opened one at a time reading out the name of the Tenderer and where there is a modification; the Tender prices including any discount and alternative offers; the presence of EMD, if required and any other details as the Employer may consider appropriate. Only discounts and alternative offers read out at Tender opening shall be considered for evaluation. No Tender shall be rejected at Tender opening, except for late Tenders, in accordance with ITT Sub-Clause 25.1 and Tenders not accompanied by EMD in requisite for and manner in accordance with ITT clause 21. The B.G shall be verified independently by the Employer with the Bank, before finalization of Technical offers; in the event of lack of confirmation of issue of the B.G by the Bank, the bid shall stand disqualified. The third envelope marked " Price Bid" shall be opened only for those Tenderers whose Tender is considered responsive in accordance with ITT clause 30 and shall be opened on a date and time conveyed after evaluation of

techno-commercial offer in accordance with relevant clauses and schedules by the Employer.

- 27.4 **(Not Applicable)** -The Employer shall prepare a record of the Tender opening that shall include, as a minimum the name of the Tenderer and whether there is withdrawal, substitution or modification the Tender price (per lot if applicable) if opened including any discounts and alternative offers if they were permitted and the presence or absence of a EMD. The Tenderers representatives who are present shall be requested to sign the attendance sheet. A copy of the record will be distributed to all Tenderers who submitted tender in time.
- 27.5 On the due date and time, the employer will first open Technical bids of all bids received including modifications. In the event of the specified date for Bid opening being declared a holiday by the employer, the Bids will be opened at the appointed time on the next working day at the same time.
- 27.6 If any Bid contains any deviation from the Bid documents and / or if the same does not contain Bid security i.e., EMD and tender fees in the manner prescribed in the Bid documents, then that Bid will be rejected and the Bidder will be informed accordingly.
- 27.7 The bids which are technically qualified, their financial bids will be opened. The date of opening of financial bid will be declared in the <https://kpt.nprocure.com>, <https://www.eprocure.gov.in> and [www.deendayalport.gov.in](http://www.deendayalport.gov.in)
- 27.8 The price bid i.e., BOQ will be opened only of those bids which qualify technically, a date and time which will be intimated subsequently.

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

### **28. Confidentiality**

- 28.1 Information relating to the examination, evaluation, comparison and post-qualification of Tenders and recommendation of contract award shall not be disclosed to Tenderers or any other person not officially concerned with such process until publication of the Contract Award.
- 28.2 Any effort by a Tenderer to influence the Employer in the examination, evaluation and comparison of the Tenders or contract award decision may result in the rejection of its Tender and forfeiture of EMD.
- 28.3 Notwithstanding ITT Sub-clause 28.2 from the time of Tender opening to the time of contract award. If any Tenderer wishes to contact the Employer on any matter related to the Tendering process, it should do so in writing.

## **29. Clarification of Tenders**

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

## **30. Responsiveness of Tenders**

- 30.1 The employer's determination of tender's responsiveness shall be based on the contents of the tender itself and clarification in accordance with ITT clause 29.
- 30.2 A substantially responsive Tender is one that conforms to all the terms, conditions and specifications of the tendering documents without material deviation, reservation or omission. A material deviation, reservation or omission is one that:
- (a) Affects in any substantial way the scope, quality, or performance of the goods and related services specified in the contract; or
  - (b) Limits in any substantial way inconsistent with the Tendering documents the Employers right or the tenderers obligation under the contract; or
  - (c) If rectified, would unfairly affect the competitive position of other Tenderers presenting substantially responsive Tenders.
- 30.3 Tenders shall not contain the following information/ conditions to consider them responsive:
- (a) Either direct or indirect reference leading to reveal the prices of the tenders in the techno-commercial covers:
  - (b) Techno-commercial condition in the price cover
  - (c) Adjustable prices.
  - (d) Irrelevant information.
- 30.4 If a Tender is not substantially responsive to the Tendering documents, it shall be rejected by the Employer and may not subsequently be made responsive by the Tenderer by correction of the material deviation, reservation or omission.

### **31. Non-conformities, Errors and Omissions**

- 31.1 Provided that a Tender is substantially responsive the Employer may waive any non-conformities or omissions in the Tenders that do not constitute material deviation.
- 31.2 Provided that a Tender is substantially responsive the Employer may request that the Tenderer submit the necessary information or documentation, within a reasonable period of time to rectify non-material non-conformities of omissions in the Tender related to documentation requirements. Such omission shall not be related to any aspects of the price of the Tender. Failure of the tenderer to comply with the request may result in the rejection of its Tender.
- 31.3 Provided that the Tender is substantially responsive, the Employer shall correct arithmetical errors on the following basis: **(NOT APPLICABLE)**
- (a) if there is a discrepancy between the unit price and the line item total that is obtained by multiplying the unit price by the quantity, the unit price shall prevail and the line item total shall be corrected, unless in the opinion of the Employer there is an oblivious misplacement of the decimal point in the unit price, in which case the line item total as quoted shall govern and unit prices shall be corrected;
  - (b) if there is any error in total corresponding to the addition or subtraction of subtotals, the subtotals or arithmetically corrected sub totals shall prevail and the total shall be corrected; and
  - (c) if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (a) and (b) above.
- 31.4 If the Tenderer that submitted the lowest evaluated Tender does not accept the correction of arithmetical errors, its Tender shall be rejected and treated in accordance with ITT Clause 21.5

### **32. Preliminary Examination of Tenders**

- 32.1 The Employer shall examine the Tender to conform that all documents and technical documentation requested in ITT Clause 11 have been provided and to determine the completeness of each documents submitted.
- 32.2 The Employer shall confirm that the following documents and information have been provided in the Tender. If any of these documents or information is missing, the offer shall be rejected.

- (a) Form of Tender, in accordance with ITT sub-clause 12.1;
- (b) Price Schedule, in accordance with ITT sub-clause 12.2 (online only);
- (c) EMD, in accordance with ITT sub-clause 21, if applicable,

### **33. Examination of Terms and Conditions; Technical Evaluation**

- 33.1 The Employer shall examine the Tender to conform that all Terms and Conditions specified in the GCC and the SCC have been accepted by the Tenderer without any material deviation or reservation.
- 33.2 The Employer shall evaluate the technical aspects of the Tender submitted in accordance with ITT clause 18, to confirm that all requirements specified in section V, Schedule of Requirements of the Tendering Documents have been met without any material deviation or reservation.
- 33.3 If, after the examination of the terms and conditions and the technical evaluation the Employer determines that the Tender is not substantially responsive in accordance with ITT clause 30, it shall reject the tender.

### **34. Conversion to Single Currency**

- 34.1 For evaluation and comparison purpose the Employer shall convert all Tender prices expressed in amounts in various currencies into an amount in a single currency specified in TIS, using the selling exchange rates established by the sources and on the date specified in the TIS.

### **35. Domestic/Price/Purchase Preferences**

- 35.1 No Domestic/Purchase/Price Reference is envisaged unless otherwise stated in TIS.

### **36. Evaluation of Tenders**

- 36.1 The Employer shall evaluate each Tender that has been determined up to this stage of the evaluation to be substantially responsive. The Employer shall evaluate the Techno Commercial cover as following:
  - (a) Evaluation in accordance with ITT clause 32 and 33
  - (b) Evaluation in accordance with Section III
- 36.2 To evaluate a tender, the Employer shall only use all the factors, methodologies and criteria defined in ITT clause 36. No other criteria or methodology shall be permitted.
- 36.3 To evaluate a Tender of those Tenderers whose Tenders are evaluated in accordance with ITT clause 36.1 and found responsive in accordance with ITT clause 30. The Employer shall consider the following:

- (a) Evaluation will be done for as specified in the TIS; and the Tender price as quoted in accordance with clause 14;
- (b) Price adjustment for correction of arithmetic errors in accordance with ITT sub clause 31.3;
- (c) Price adjustment due to discounts offered in accordance with ITT sub clause 14.4;
- (d) Due to the application of the evaluation criteria specified in the TIS from amongst those set out in section III, evaluation and qualification criteria.

### **37. Comparison of tenders**

- 37.1 The Employer shall compare all substantially responsive Tenders to determine the lowest evaluated Tender, in accordance with ITT clause 36.

### **38. Joint venture / Consortium**

- 38.1 JV is permitted as specified in TIS.

### **39. Employer's Right to Accept Any Tender and to Reject Any or All Tenders**

- 39.1 The Employer reserve the right to accept or reject any Tender and to annul the Tendering process and reject all Tenders at any time prior to contract award, without thereby incurring any liability to Tenderers.

## **F. Award of Contract**

### **40. Award criteria**

- 40.1 The Employer shall award the contract to the Tenderer whose offer has been determined to be the lowest evaluated Tender and is substantially responsive to the Tendering documents based on the "TOTAL FINAL COST" to the Employer.
- 40.2 **(Deleted)** - In the unlikely event of lowest evaluated Tenderer backing out, the Employer reserve the right to negotiate with the next lowest bidder to match the lowest evaluated Tenderer's price.

### **41. Employer's right to vary quantities at time of award**

- 41.1 At the time the contract is awarded the Employer reserve the right to increase or decrease the quantity of goods and related services originally specified in section V, Schedule of requirements provided this does not exceed the percentages specified in the TIS and without exceed the percentage specified in TIS, and without any change in the unit prices or other terms and conditions of the Tender and the Tendering Documents.

### **42. Notification of Award**

- 42.1 Prior to the expiration of the period of Tender validity or extended validity in accordance with ITT clause 20.2 the Employer shall notify the successful Tenderer, in writing, that its Tender has been accepted.
- 42.2 Until a formal contract prepared and executed the notification of award and Form of Tender shall constitute a binding contract.
- 42.3 The Employer shall publish in its website the notification of award detailing the following information;
- i. Tender No.
  - ii. Item/Nature of work.
  - iii. Mode of Tender Enquiry
  - iv. Date of Publication of NIT.
  - v. Type of Bidding (Single/Two bid system)
  - vi. Last date of receipt of tender
  - vii. Nos. of tenders received.
  - viii. Nos. and names of parties qualified after technical evaluation.
  - ix. Nos. and names of parties not qualified after technical evaluation.
  - x. Whether contract awarded to lowest tenderer/ evaluated L1.
  - xi. Contract No. & date
  - xii. Name of Contractor
  - xiii. Value of Contract
  - xiv. Scheduled date of completion of supplies.
- 42.4 Upon the successful Tenderers furnishing of the signed agreement form and Performance Guarantee pursuant to ITT clause 44, the Employer will promptly notify each unsuccessful Tenderer and will discharge its EMD, pursuant to ITT clause 21.4.

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

- 43.1 Promptly after notification, the Employer shall send to the successful Tenderer the draft agreement and the special conditions of contracts.
- 43.2 Within the specified period as specified in TIS, the successful tenderer shall sign, date and return the agreement form to the Employer from the date of receipt of Notification of award issued by the Employer in accordance With ITT clause 42.1
- 43.3 All costs, charges and expenses of drafting the contract agreement including stamp duty shall be borne by the successful Tenderer.

### **44. Performance Guarantee**

- 44.1 Within specified period, as specified in TIS of the receipt of notification of award from the Employer, the successful Tenderer, if required, shall furnish the Performance Guarantee in accordance with the GCC, using for that purpose



the performance guarantee form included in section VIII, Contract forms or another form acceptable to the Employer. The Employer shall promptly notify the discharge of EMD to each of the unsuccessful Tenderers pursuant to ITT sub-clause 21.4, from the date of receipt of notification of award in accordance with ITT Clause of 42.1.

- 44.2 Failure of the successful Tenderer to submit above mentioned Performance Guarantee or sign the contract shall constitute sufficient grounds for the annulments of the award and forfeiture of the EMD in accordance with ITT clause 21.
- 44.3 All costs, charges and expenses including drafting and/or approving drafts and stamp duty and as well as Bank Guarantee or any other form in accordance with GCC clause 17, shall be borne by the Successful Tenderer.
- 44.4 No interest shall be payable by the Employer on performance Guarantee Amounts.

#### **45. Transportation and Communication.**

- 45.1 The Successful Tenderer shall provide transport facilities to the Employer within the overall Tender Cost for making Site visits to the Project Site on day to day basis. The Transportation facility shall be suitable and to the dignity of the Official nominated by the Employer or as specified in TIS. (Modified as in SCC 45.1)
- 45.2 The successful Tenderer shall provide 2 sets of latest model, duly activated Mobile Phones or as specified in TIS, to the Employer for use of Employer's representatives to remain in contact with the work site, construction yards of the successful Tenderer. This service shall be made available within 14 days of receipt of Notification of Award. The amount of Monthly liability in normal circumstances shall not exceed Rs.1000/- per phone or as specified in TIS. The handset etc., shall be returned not later than 14 days from the date of release of Performance Guarantee in as is where is condition. The contractor shall ensure that this connectivity is available uninterruptedly throughout the duration as specified.

**Signature & Seal  
of Contractor**

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

## SECTION – II

### **Tender Information Sheet (TIS)**

The following specific data for the goods to be procured shall complement, supplement or amend the provision in the instructions to tenderers (ITT). Wherever there is a conflict the provision herein shall prevail over those in ITT.

ITT clause Reference	A. General
ITT 1.1	<p>The Employer is : <b>DEENDAYAL PORT AUTHORITY</b></p> <p>Tender No. <b>MS/WK/4030/VIII-EPC</b></p> <p>The name of Global Tender: <b>“ENGINEERING, PROCUREMENT AND CONSTRUCTION FOR DEVELOPMENT OF MECHANIZED FERTILIZER AND OTHER CLEAN CARGO HANDLING FACILITY AT BERTH NO.14 IN DEENDAYAL PORT, KANDLA”</b></p>
ITT 2.1	The title of the Project is: “ENGINEERING, PROCUREMENT AND CONSTRUCTION FOR DEVELOPMENT OF MECHANIZED FERTILIZER AND OTHER CLEAN CARGO HANDLING FACILITY AT BERTH NO.14 IN DEENDAYAL PORT, KANDLA ”
ITT 6.1.2	<p>Complete Tender document (excluding drawing) is available at <a href="http://www.deendayalport.gov.in">http://www.deendayalport.gov.in</a>, <a href="https://www.nprocure.com">https://www.nprocure.com</a> &amp; <a href="http://www.eprocure.gov.in">http://www.eprocure.gov.in</a>. The documents may be downloaded. However, tender fees of Rs. 29,500/- Inclusive of 18%GST (Non-refundable) towards the cost of tender documents shall be payable by Demand Draft (DD)/ Bankers’ Cheque (BC)/ Pay Order (PO) and shall be submitted in Electronic Format only through on line (by scanning) while uploading the bid. However, for the purpose of realization, bidder shall send the same in original to Superintending Engineer (M) at the time of tender opening or send the same by hand/courier/RPAD/Speed post so as to reach the Superintending Engineer (M), Contact Address: CME Liaison, 1st Floor, A.O. Building, P.O. Box No. 50, Gandhidham, Deendayal Port Authority. Gandhidham – (Kutch)- 370 201. Phone: + 91-2836-270484, 220636, Fax: + 91-2836-220636, within 07 days from the last date of opening.</p>
B. Contents of Tendering Documents	
ITT 6.5 & 7.1	<p>For Clarification of Tender Purpose only, the Employer's address is:</p> <p>Superintending Engineer (M), Contact Address: CME Liaison, 1st Floor, A.O. Building, P.O. Box No. 50, Gandhidham, Deendayal Port Authority Gandhidham – (Kutch)- 370 201.</p>

	<p>Phone: + 91-2836-270484, 220636, Fax: + 91-2836-220636.  Email:-<a href="mailto:mechprojects.dpt@gmail.com">mechprojects.dpt@gmail.com</a>, <a href="mailto:cmepdt@gmail.com">cmepdt@gmail.com</a>  Mob. Nos.:  SE(M): +91 70084 51510,  E-I-C(Project): +91 93772 01085</p> <p>Tender documents are available for downloading till <b>14/07/2023</b> up to <b>15:00</b> Hrs.</p> <p>Pre-bid meeting shall be conducted in the Chamber of CME, A. O. Building, P.O. Box No. 50, Deendayal Port Authority, Gandhidham) on date <b>28/06/2023</b> at <b>15:30 hrs</b>. Prospective tenderers may attend the same.</p>
<b>C. Preparation of Tenders</b>	
ITT 10.1	<p>The language of the Tender is: English</p> <p>Tenderer shall not submit Tenders in ANY OTHER language. The contract to be signed with the successful Tenderer shall be written in the language in which the Tender was submitted, which will be the language that shall govern the contractual relations between the Employer and the SUCCESSFUL tenderer. A Tenderer shall not sign a translated version of its contract.</p>
ITT 11.1 (h)	The Tenderer shall submit the additional documents in its Tender as per requirement of tender documents.
ITT 13.1	Alternative proposal shall not be considered.
ITT 14.5	The in co-terms edition is the latest prevailing on the date of opening of the tender.
ITT 14.6	Insurance and transport shall be arranged by the Contractor in accordance with GCC clause 23 and 24 respectively.
ITT 14.6(a) (iii) and (b)(ii)	"Final destination (Project site)": Back up area of Berth-14, Inside Cargo Jetty Area, Deendayal Port Authority, New Kandla-370210. Gujarat, India.
ITT 14.6 (b) (i)	The price of the Goods manufactured outside India shall be quoted: CIF basis, Port of loading to be mentioned by Tenderer.
ITT 14.6 (b) (ii)	Port of Destination: Deendayal Port Authority, New Kandla, Gujarat, India. Pin: 370210.
ITT 14.6 (b) (iii)	In addition to the CIF price specified in ITT 14.6 (b) (i), the price of the Goods manufactured outside India shall be quoted: CIF basis.
ITT 14.6 (C) (iii)	The rate quoted for item of Port Clearance Charges in India shall include the charges for all Port clearance charges, like wharfage charges, ground rent, stevedoring charges, vessel charges, etc. and for all incidental services charges, expenses etc. as the case may be, for clearance in India.
ITT 14.7	The prices quoted by the tenderer shall not be adjustable except on account of statutory taxes payable in INDIA and in

	accordance with GCC clause 30.1
ITT 15.1 and 15.2	<p>The tenderer is required to quote in the currency of India for the portion of the tender price that corresponds to expenditures incurred in that currency.</p> <p>ITT 15.2 to be read as under:</p> <p>The tenderer may express the tender price equivalent to US \$ or Euro defined in Reserve bank of India notification. If the tenderer wishes to be paid in a combination of amounts in different currencies he may quote his price accordingly but shall use not more than two currencies including the currency of India.</p>
ITT 18.3	<p>Period of time the goods are expected to be functioning:</p> <p><b>15 years</b></p>
ITT 19.1(a)	Manufacturer's authorization is mandatory as specified in the tender document.
ITT 19.1(b)	The Tenderer shall submit his Manufacturers details of service agent/ representatives address in India along with Tel./fax/mail address for the use of employer.
ITT 20.1	The tender validity period : 180 days
ITT 21.1 & 21.2 (a)	<p>Tenderer shall include an EMD in the form of DD/ Bankers' cheque/Postal Order/ Bank Guarantee as per section IV of Tendering Forms; The Bank Guarantee shall be from any Indian Nationalized Bank having its Branch at Gandhidham-Gujarat(India).</p> <p>(i) Earnest Money Deposit (EMD) for India Bidder: The tender shall be accompanied by Earnest Money Deposit of Rs. 50 Lakhs (Rupees Fifty Lakhs Only). The tender not accompanied with EMD in the prescribed format shall be treated as non-responsive. The Earnest Money Shall be submitted in the form of Banker's Cheque/ demand draft/ pay order drawn in favour of FA &amp; CAO, Deendayal Port Authority, Gandhidham, form any Nationalized Bank, having its branch in Gandhidham. B.G. towards EMD is acceptable if it is issued by Nationalized Bank, having its branch in Gandhidham.</p> <p>(ii) Earnest Money Deposit (EMD) for Overseas bidder : The overseas bidder may submit the EMD of USD 60,416 OR EURO 56,876. The same amount of foreign currency denominated EMD submitted by the overseas bidder will be refunded to the bidder. The overseas manufacturers may submit the EMD n the form of Bank Guarantee (BG) by SWIFT mode in favour of 'THE BOARD OF DEENDAYAL PORT AUTHORITY, Gandhidham'. EMD in the form of BG, submitted by the bidder will be verified independently with the issuing bank. If Banker's confirmation is not received in a reasonable period, the BG is considered as non-responsive and the bid shall not be taken up</p>

	<p>for Evaluation. The date for the exchange rate shall be 07 days prior to scheduled date of submission of techno-commercial bids excluding date of opening. The source of exchange rate shall be as published on RBI Website - <a href="https://rbi.org.in/home.aspx">https://rbi.org.in/home.aspx</a></p> <p>Earnest money in the form of Bank Guarantee shall be from any Nationalized Bank/ Scheduled Bank (except co-operative Bank) of India and shall be submitted in favour of "The Board of Deendayal Port Authority, A. O. Building, Gandhidham – Kachchh, Gujarat. In case of EMD submission by BG, for only Global bidders may submit the EMD by SWIFT mode.</p> <p>EMD shall be refunded to all other tenderers except for L1 immediately after ranking the bids based on price bids. However, EMD of L1 will be refunded immediately after entering into an agreement with the successful bidder and upon submission of Bank Guarantee towards Performance Guarantee by L1.</p> <p>EMD shall be valid for 28 days beyond the validity of bids in accordance with ITT clause 20.1.</p> <p>EMD in the form of BG submitted by the tenderer's be verified independently with the issuing bank. If Banker's confirmation is not received in a reasonable period during technical evaluation stage, the BG is considered as non-responsive and the bid shall not be taken up for evaluation.</p>
ITT 21.2	The amount of the Earnest Money Deposit (EMD) shall be: (Rs. 50 Lakhs (Rupees Fifty Lakhs Only).
ITT 22.1	<p>In addition to the original of the Tender, the number of copies is: Nil.</p> <p>The hard copy shall be stamped, signed on each page, sealed and submitted in duplicate to the mentioned address within 07 days from online submission of the bid, failing which the bid shall be treated as non-responsive and will be rejected.</p>
<b>D. Submission and opening of Tenders</b>	
ITT 23.1	Tenderer shall submit the tender online on or before due date and time for submission of e-tender. Further, the Hard copy of the e-tender along with its enclosures shall be submitted within 07 days of opening of e-tender to the Superintending Engineer (M), Contact Address: CME Liaison, 1 <sup>st</sup> Floor, A.O. Building, P.O. Box No. 50, Gandhidham, Deendayal Port Authority. Gandhidham – (Kutch)- 370 201. Failing which the tender will be considered as non-responsive and will be rejected.
ITT 23.2	The inner and outer envelopes shall bear the additional

(c)	identification marks : Tender for Notice no. MS/WK/4030/VIII-EPC.
ITT 24.1 & 24.3	<p>For tender submission purposes, the employers address is: Attention: Superintending Engineer (M), Contact Address: CME Liaison, 1st Floor, A.O. Building, P.O. Box No. 50, Gandhidham, Deendayal Port Authority Gandhidham – (Kutch)- 370 201. Phone: + 91-2836-270484, 220636, Fax: + 91-2836-220636. Email:-<a href="mailto:mechprojects.dpt@gmail.com">mechprojects.dpt@gmail.com</a>, <a href="mailto:cmедpt@gmail.com">cmедpt@gmail.com</a> Mob. Nos.: SE(M): +91 70084 51510, E-I-C(Project): +91 93772 01085 The deadline for the submission of on line tender is: <b>Date: 14/07/2023 Up to: 15:00 hrs.</b></p>
ITT 27.1	<p>The online tender opening shall take place at the address mentioned at: Office of the Superintending Engineer (M), Superintending Engineer (M), Contact Address: CME Liaison, 1st Floor, A.O. Building, P.O. Box No. 50, Gandhidham, Deendayal Port Authority, Gandhidham – (Kutch)- 370 201. Country: INDIA <b>Date: 14/07/2023 @ 15.30 Hrs.</b></p>
<b>E. Evaluation and Comparison of Tenders</b>	
ITT 34.1	<p>The date for the exchange rate for the quoted price in foreign currency shall be 07 days prior to scheduled/ extended date of opening of Technical bids. The source of exchange rate shall be as published on RBI Website - <a href="https://rbi.org.in/home.aspx">https://rbi.org.in/home.aspx</a></p> <p>The tender prices expressed in different currencies shall be converted into Indian national rupees (INR). The source of exchange rate shall be as published on RBI Website - <a href="https://rbi.org.in/home.aspx">https://rbi.org.in/home.aspx</a> The INR conversion value of the foreign experience credentials for the Bidder will be considered as per the RBI exchange rates of the date of Completion of the work and, financial eligibility in INR to be certified by a Chartered Accountant (CA) on its letter head.</p> <p>In case the similar work has been executed for any private body in India, the bidder will be required to produce the tax deducted at source (TDS) certificate indicating the income tax deducted by the client for that work, which will form the basis for assessing the value of completed work. TDS certificate in case of Foreign bidder &amp; its credentials for PQC shall not be applicable. In this regard a certificate from a Chartered Accountant (CA) as per Note No. (i) &amp; (ii) of Cl. 3.1 of Sec-III &amp; NIT in Vol-I of Tender documents, shall fulfill the requirement.</p>
ITT 35.1	Domestic/price/purchase preference : Applicable as per latest Govt. guidelines.

ITT 36.3 (a)	As per Section-III
ITT 36.3 (d)	<p>The contract price shall be determined using the following criteria, from amongst those set out in section III, evaluation and qualification criteria.</p> <ul style="list-style-type: none"> <li>(a) Deviation in Delivery Schedule : No</li> <li>(b) Deviation in payment schedule : No</li> <li>(c) The Cost of major replacement components, mandatory spare parts, and service : No</li> <li>(d) the availability in India of spare parts and after-sales services for the equipment offered in the Tender : No</li> <li>(e) the projected opening and maintenance costs during the life of the equipment : No</li> <li>(f) the performance and productivity of the equipment offered : No.</li> </ul>
ITT 38.1	<p>Joint Venture/ Consortium: Allowed.</p> <p>Companies / Contractors may jointly undertake contract/contracts. The number of partners in JV / Consortium shall be limited to maximum of three. Each entity would be jointly and severally responsible for completing the task as per the contract, however declaration of the Lead member (JV has to designate one partner as Lead Member in their MOU) to be indicated by bidders. The firms with at least 26% equity holding each are allowed to jointly meet the eligibility criteria.</p> <ol style="list-style-type: none"> <li>1) A legally binding Joint venture / Consortium Agreement signed by authorized signatories of all the partners of the JV / Consortium, as per the proforma at Form No. 9 of Section VIII shall be enclosed with the bid.</li> <li>2) Power of attorney duly executed and signed by legally authorized signatories of all the partners, authorizing the Lead Partner (a) to submit bid, negotiate and conclude contract and incur all liabilities therewith on behalf of the partner(s) of the JV / Consortium during the bidding process; and (b) in the event of successful bid, to incur liabilities and receive instructions for and on behalf of the partner(s) of the JV / Consortium and to carry out the entire execution of the contract including payment, exclusively through Lead Partner, as per the proforma at Form No. 10 of Section VIII which shall be duly authenticated by a notary public or equivalent certifying authority, shall be enclosed with the bid.</li> <li>3) The bid and in the case of the successful bidder, the Agreement, shall be signed and / or executed in such a manner for making it legally binding on all partners (including operative parts of the ensuing Contract in respect of Agreement of Arbitration, etc.). The Contract shall be signed by legally authorized signatories of all partners.</li> <li>4) The Lead Partner shall be authorized to receive instructions for and on behalf of the partners of the Joint venture and entire execution of the Contract including payment shall be carried out exclusively through the Lead Partner. A Statement to this effect</li> </ol>

	<p>should be included in the Joint Venture Agreement.</p> <p>5) All partners of the Joint Venture shall be liable jointly and severally for the execution of the Contract in accordance with the Contract terms, and a Statement to this effect should be included in the Joint Venture Agreement.</p> <p>6) Bid Security as required shall be furnished by Lead Member of Joint venture.</p> <p>7) Performance Guarantee, as required, will be furnished by Lead Member of Joint venture.</p> <p>8) Participation by a firm in more than one JV / Consortium is not permissible. A firm who submits bid on individual capacity is not to be a partner of a JV / Consortium. In case a firm's name appears in more than one bid then both application may be rejected.</p> <p>9) Each partner must submit the complete documentation, or portion applicable thereto, required qualifying the firm for bidding.</p> <p>10) All the partners of the JV / Consortium shall be jointly and severally liable for due performance, recourse / sanctions within the joint venture in the event of default of any partner and arrangements for providing the required indemnities.</p> <p>11) Notwithstanding demarcation or allotment of work among the partners, each partner shall be liable for non-performance of the whole contract irrespective of their demarcation or share of work.</p> <p>12) The Lead Partner shall be authorized to act on behalf of the JV / Consortium.</p> <p>13) All the correspondences between the Employer and the contractor shall be routed through the Lead Partner.</p> <p>14) In the event of default by the Lead Partner, it shall be construed as default of the contractor; and Employer will take action under relevant clause(s) of the Bid Document and / or General Terms and Conditions of Contract.</p> <p>15) An undertaking that all the partners are jointly and severally liable to the Employer for the performance of the contract shall be enclosed with the bid.</p> <p>16) In the event of any partner leaving the JV, it shall be intimated to the Employer within 30 days by other partner(s). Failure to do so shall be construed as default of the contractor and the Employer may take action under relevant clause(s) of the Bid Document and / or General Terms and Conditions of Contract.</p> <p>17) The contractor shall not alter its composition or legal status without the prior written permission of the Employer. Failure to do so shall be construed as default of the contractor and the Employer may take action under relevant clause(s) of the Bid Document and / or General Terms and Conditions of Contract.</p> <p>18) One of the partners of JV / Consortium should have downloaded the bid documents.</p>
<b>Award of Contract</b>	
ITT 41.1	The maximum percentage by which quantities may be increased / decreased on account of additional scope shall be 20 % of overall effective contract cost.
ITT 43.2 & 44.1	Contract agreement shall be executed by the successful bidder within 14 days for National Competitive Tenders, 'OR', 28 days



	<p>for International Competitive Tenderers.</p> <p>Security Deposit/ Performance Guarantee shall be submitted by the successful bidder within 21 days for National Competitive Tenders, 'OR', 28 days for International Competitive Tenders after receiving LOA.</p>
ITT 45.1	<p>45.1 The Contractor shall be entitled to select any safe mode of transport operated by any person to carry the Equipment, Structures, Refractories, Spares, Tools &amp; Tackles, First fill of Lubricants, etc. The contractor has to deploy two nos. of XUV/ MUV vehicle of suitable make with the approval of EIC for transportation, supervision, inspection &amp; monitoring of the SITC works at the site area for the Contractor managers &amp; DPA officials with average running kilometer of 3000 kms per month basis per each vehicle including cost of fuel, maintenance, driver costs etc. inclusive of all cost, which is to be borne by the contractor only. In case the contractor does not provide the vehicle the employer will engage the other similar vehicle and the actual expense incurred will be recovered from their due payments or Rs. 2500/- per day will be recovered.</p>

**Signature & Seal  
of Contractor**

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

## **SECTION-III**

### **EVALUATION & QUALIFICATION CRITERIA**

This section complements the instructions to Tenderers. It contains the criteria that the Employer may use to evaluate a Tender and determine whether a Tenderer has the required qualification. No other criteria shall be used.

#### **Contents**

1. Joint venture / consortium (superseded as per Clause No. 38.1 of Section-II (TIS))
2. Evaluation Criteria.
3. Pre-Qualification Criteria

#### **1. Joint venture / consortium clause : As per ITT 38.1**

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

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

##### **(a) Delivery schedule: (as per Inco terms specified in the TIS)**

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

##### **(b) Deviation in payment schedule.**

(Tenderers shall state their Tender price for the payment schedule outlined in accordance with clause of GCC read with SCC. Tender shall be evaluated on the basis of final price to the Employer. Tenderers shall not be permitted to state an alternative payment schedule.

##### **(c) The Cost towards the subject work shall include the cost incurred during twenty-four months of guarantee period as per the schedule.**

(d) Experience of proposed sub-contractors / sub-vendors / technical collaborator shall not be considered for evaluation. However, credential of sub-vendors / technical collaborator shall be examined.

##### **(e) The employer will evaluate and compare only the Bids determined to be responsive.**

(f) In evaluating the Bids, the employer will determine for each Bid the evaluated Bid price by adjusting discounts, if any.

(g) If in the opinion of Engineer-In-Charge, the rate quoted by successful bidder is abnormally high/low compared to the estimated cost of the work, the employer may ask the bidder to produce detailed price analysis for all items of the bill of quantities.

(h) Final evaluation shall be made as per total amount quoted of BOQ (i.e. total cost for supply, installation, testing and commissioning). Split of work not applicable for the tender.

### **3. Pre-Qualification Criteria**

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

**1. Financial Eligibility:**

Average annual financial turnover during the last 3 years, ending 31<sup>st</sup> March of the previous financial year, should be at least Rs. **87.26 Crores**.

**2. Capabilities and Resources:**

The Bidder should be in the business of Engineering, Procurement and Construction (EPC) of Mechanized handling of Fertilizer / other clean cargo including ship unloading 'or' loading system, hopper 'or' chute, conveyor system, bagging - stitching with 'or' without rake 'or' truck loading facility, with its associated electrical, civil, instrumentation etc. works, with 'or' without maintenance / operation of the system; 'OR', EPC of bulk material handling system including ship unloading 'or' loading system, hopper 'or' chute, conveyors, stacker 'or' stacker-cum-reclaimer etc. with 'or' without maintenance / Operation.

**3. Technical Eligibility:**

3.1 Experience of having successfully completed similar works during last 07 years ending last day of month previous to the one in which the tender was invited should be either of the following:

1. Three similar completed works, each costing not less than the amount equal to Rs. 116.34 Crores or,
2. Two similar completed works, each costing not less than the amount equal to Rs.145.43 Crores or,
3. One similar completed work costing not less than the amount equal to Rs.232.68 Crores.

The values of the above criteria if mentioned in other than INR (i.e. USD or Euro) will be evaluated as per ITT 34.1.

**Similar works definition:**

<b>Sr. No.</b>	<b>Definition of Similar works :</b> Successfully completed similar works in India or abroad should be either of the following :-
1.	<p>Engineering, procurement and construction (EPC) of mechanized handling of any type of Fertilizer/ other clean cargo that includes, ship unloading 'or' loading system, hopper 'or' chute, conveyor system, with 'or' without storage shed, with 'or' without bagging - stitching system &amp; with 'or' without rake 'or' truck loading facility, with its associated electrical, civil, instrumentation etc. works, with 'or' without Maintenance/ Operation of the system;</p> <p>'OR',</p> <p>Engineering, procurement and construction (EPC), of mechanized handling of any type of Dry Bulk Cargo that includes, ship unloading 'or' loading system, hopper 'or' chute, conveyor system, stacking 'or' stacking-cum-reclaiming system, with its associated electrical, civil, instrumentation etc. works, with 'or' without Maintenance/ Operation of the system.</p> <p>Value of other works, training, etc. shall be excluded from Project Value, if any.</p>

**Satisfactory Performance:** For the above technical experience mentioned, the Tenderer shall submit the documentary proof for satisfactory performance from the firms where the similar works were executed.

**Note:**

- (i) The tender prices expressed in different currencies shall be converted into Indian national rupees (INR). The source of exchange rate shall be as published on RBI Website - <https://rbi.org.in/home.aspx>. The INR conversion value of the foreign experience credentials for the Bidder will be considered as per the RBI exchange rates of the date of Completion of the work and, financial eligibility in INR to be certified by a Chartered Accountant (CA) on its letter head.
- (ii) In case the similar work has been executed for any private body in India, the bidder will be required to produce the tax deducted at source (TDS) certificate indicating the income tax deducted by the client for that work, which will form the basis for assessing the value of completed work. TDS certificate in case of Foreign bidder & its credentials for PQC shall not be applicable. In this regard a certificate from a Chartered Accountant (CA) as per Note No. (i) & (ii) of Cl. 3.1 of Sec-III & NIT in Vol-I of Tender documents, shall fulfill the requirement.
- (iii) The foreign OEM shall comply with the conditions, at Appendix-1 of Volume – I of the tender documents.
- (iv) The Bidder shall visit the site and acquaint themselves of the prevailing local conditions before submitting their bid and confirm in the letter of undertaking that the bidder has visited the site. Bidder shall note that site visit certificate is mandatory and the certificate shall be as per Form-18.

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

- a. Copies of original documents defining the constitution or legal status, place of registration and principal place of business, written power of attorney of the signatory of the Bid to commit the Bidder.
- b. Reports on the financial standing of the Bidder, such as profit and loss statements and auditor's reports for the past three years ending 31<sup>st</sup> March of the previous financial year.
- c. Duly filled Forms mentioned in Section – IV.
- d. PAN, Registration with GST, Provident Fund Authorities. The foreign bidders shall submit relevant documents of their country.
- e. EMD in form of Demand draft/Banker's cheque/Pay Order/B.G. from Nationalized /Scheduled bank as mentioned in NIT & ITT.
- f. Tender fee in form of Demand draft/Banker's cheque/Pay Order/B.G. from Nationalized bank.
- g. Information regarding any litigation, current or during the last five years, in which the Bidder is involved, the parties concerned, and disputed amount.
- h. A certificate by the bidder that they have not been banned / black listed by any govt. Agency.
- i. Power of attorney (dully accompanied by resolution of Board in case of company).
- j. The completion certification should invariably mention the reference no. of work order, the date of completion and contract value.
- k. The copy of the supply/work order should also be submitted for which the bidder is submitting completion certificate.
- l. Bidders should give an undertaking letter duly stating that the documents submitted by them in support of their credentials are genuine and KPT is at liberty to take any action against the bidder if the said documents are found to be non-genuine.
- m. Bidders should give an undertaking that they will comply to the specifications of the work including terms and conditions in total without any deviation.

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

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

**Signature & Seal  
of Contractor**

**SE(M)  
Deendayal Port Authority**

## **SECTION-IV**

### **TENDERING FORMS**

#### **Table of forms**

1. Form of Application
2. Authority Letter
3. Tender Submission Form
4. Tenderer Information Form
5. Joint Venture Partner Information Form
6. EMD (Bank Guarantee)
7. B.G authorization
8. Manufacturer's Authorization **(Not Applicable)**
9. Price Schedule
10. Format of Certificate Issued by Third Party Agency
11. Format of Mechanical Design Requirement
12. Format of Certificate of Manufacturer
13. Pre-qualification of bidders
14. Format for declaration
15. Exceptions & Deviations
16. Joint Venture agreement forms
17. Integrity Pact Agreement
18. Site Visit Certificate

**SPECIMEN OF APPLICATION**  
(To be executed on bidder's letter head)

To,  
SE(M)  
Deendayal Port Authority  
CME Liaison Office  
1<sup>st</sup> Floor A.O Building  
Gandhidham – 370210  
Kutch – Gujarat  
Phone: + 91-2836-270484, 220636  
Fax: + 91-2836-220636

We, the undersigned, declare that:

- (a) we have examined and have no reservations to the tender documents, including addenda and clarifications issued vide .....
- (b) we offer to execute the work in conformity with the tendering documents and in accordance with the delivery schedules specified in the schedule of requirements in accordance with the tender document bearing no **MS/WK/4030/VIII-EPC**
- (c) our tender shall be valid for the period of 180 days, from the date fixed for the tender submission deadline and it shall remain binding upon us and may be accepted at any time before the expiration of that period or any extended period.
- (d) If our tender is accepted, we commit to submit a performance guarantee for the due performance of the contract, as specified in specimen form for the purpose.
- (e) No Joint Venture / Joint Venture **(TO SPECIFY BY THE BIDDER)**
- (f) Our firm, its affiliates or subsidiaries- including any subcontractors or contractors for any part of the contract – has not been declared ineligible by the port, under laws of India or official regulations.
- (g) We understand that this tender, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal contract agreement is prepared and executed.
  - I. We understand that you are not bound to accept the lowest evaluated tender or any other tender or you can also split the work that you may receive.
  - II. We also make a specific note clause of [ITB, NIT] under which the contract is governed.

Signed: [insert signature of person whose name and capacity are shown]

In the capacity of [insert legal capacity of person signing the form of tender]

Name: [insert complete name of person signing the form of tender]

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

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

**Note: Duly Notarized/Attested or Endorsed by the respective Embassy**



***SPECIMEN LETTER OF AUTHORITY FOR SUBMISSION OF BID***

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

To,  
The (PORT Address)

Dear Sir,

We \_\_\_\_\_ do hereby confirm that Shri \_\_\_\_\_ (Name, Designation and Address) is/are authorized to represent us to bid, negotiate and conclude the agreement on our behalf with you against tender no. \_\_\_\_\_ and his specimen signature is appended here to.

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

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

(Specimen signature)

Yours faithfully,

Signature:

Name and designation:

For & on behalf of:

**Note: Duly Notarized/Attested or Endorsed by the respective Embassy**

***SPECIMEN FOR FORM OF BID***  
 (To be executed on bidder's Letter Head)

(The Tenderer shall fill in this Form in accordance with the instructions indicated. No alterations to its format shall be permitted and no substitutions shall be accepted. The Form shall be submitted in both the Techno-Commercial and Price Covers separately)

Date: (insert date of tender submission)

Tender No: (insert Tender number and Title)

To: (Complete name of Port)

We, the undersigned declare that:

- (a) We have examined and have no reservations to the tendering documents, including addenda No.: (insert the number and issuing date of each Addenda, Clarifications issued after Pre-bid meeting along with Minutes)
- (b) We offer to execute the work in conformity with the Tendering Documents and in accordance with the Delivery Schedules specified in the Schedule or Requirements in accordance with Tender Documents bearing no. (Insert Tender no.)
- (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"] and like to avail/not to avail ( delete whichever is not applicable) the advance in accordance with GCC 15.1:
- (d) The discounts offered and the methodology for their application are:

Discounts: If our Tender is accepted, the following discounts shall apply, [specify in detail each discount offered and the specific item of the schedule of requirements to which it applies]; [in case of Techno-Commercial offer it shall be mentioned that "as filled in the Price Bid"]

Methodology of application of the discounts: The discounts shall be applied using the following method: [specify in detail the method that shall be used to apply the discounts]; [in case of techno-commercial offer it shall be mentioned that "as filled in the Price Bid"]

- (e) Our tender shall be valid for the period of time specified in ITT sub-clause 20.1, from the date fixed for the Tender submission deadline in accordance with ITT sub-clause 24.1 and it shall remain binding upon us and may be accepted at any time before the expiration of that period or any extended period in accordance with ITT sub clause 20.2;
- (f) If our Tender is accepted, we commit to obtain a performance guarantee in accordance with ITT sub-clause 44 and GCC clause 17 for the due performance of the contract, as specified in specimen form the purpose;

- (g) We including any subcontractor or contractors for any part of the contract, [insert the Nationality of the Tenderer, including that of all parties that comprise the Tenderer, if the Tenderer is a JV, and the Nationality of each Subcontractor and Contractor];
- (h) We have no conflict of interest in accordance with ITT sub clause 4.2;
- (i) Our firm its affiliates or subsidiaries – including any subcontractor 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 ITT sub clause 4.3;
- (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 ITT clause 4.3 and as per specimen form for 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 a specific note clause of GCC, SCC, ITT and TIS under which the Contract is governed.
- (m) In case of out station firm having a branch in India for liaison purpose, 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)

**Note: Duly Notarized/Attested or Endorsed by the respective Embassy**

<b>TENDERER INFORMATION FORM</b>
----------------------------------

(The Tenderer shall fill in this form in accordance with the instruction indicated below. No alterations to its format shall be permitted and no substitution shall be accepted)

Date : ( insert date of Tender submission)

Tender No.: (Insert number of Tendering process)

Page \_\_\_\_\_ of \_\_\_\_\_ pages

1. Tenderer's legal name ( insert Tenderers legal name)
2. In case of JV, legal name of each party: ( insert legal name of each party in JV)
3. Tenderers actual Country of Registration:
4. Tenderers year of Registration :
5. Tenderers legal address in Country of Registration: insert Tenderers legal address in Country of Registration)
6. Tenderers Authorized Representative information Name: (insert the authorized representatives name) Address: (insert authorized representatives address) Telephone/Fax numbers: (insert authorized representative's telephone/fax numbers) Email address: (insert authorized representatives email address)
7. Attached are copies of original documents of : ( check the boxes of the attached original documents) <input type="checkbox"/> Articles of incorporation of registration of firm named in 1, above in accordance with ITT sub-clause 4.1 and 4.2. <input type="checkbox"/> In case of JV, letter of intent to form JV or JV agreement, in accordance with ITT sub clause 4.1. <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 ITT sub clause 4.4 <input type="checkbox"/> PAN Number <input type="checkbox"/> GST Registration Number

**Note: Duly Notarized/Attested or Endorsed by the respective Embassy**

<b>JOINT VENTURE PARTNER INFORMATION FORM</b>
---

(The Tenderer shall fill in this form in accordance with the instructions indicated below)

Date: (insert date of tender submission)

Tender No.: (Insert numbering of Tender process)

Page \_\_\_\_\_ of \_\_\_\_\_ pages

1. Tenderers legal name: (insert Tenderers legal name)
2. JV's party legal name: (Insert JV's party legal name) JV's Lead Partner name
3. JV's party Country of Registration:
4. JV's party year of registration:
5. JV's party legal address:
6. JV's party authorized representative information Name: (insert name of JV's party authorized representative) Address: (insert address of JV's party Authorized Representative) Telephone/Fax numbers: (insert telephone/fax numbers of JV's party Authorized Representative) Email address: (insert email address of JV's party Authorized Representative)
7. Attached are copies of original documents of : ( check the boxes of the attached original documents) <input type="checkbox"/> articles of incorporation of registration of firm named in 2, above in accordance with tender documents. <input type="checkbox"/> In case of government owned entity form India, documents establishing legal and financial autonomy and compliance with commercial law, in accordance with Tender documents. <input type="checkbox"/> PAN Number <input type="checkbox"/> GST Registration Numbers <input type="checkbox"/> Any other documents required for statutory compliance

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

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

**Note: Duly Notarized/Attested or Endorsed by the respective Embassy**

<b>SPEICMEN EMD (Bank Guarantee Format)</b>
---

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

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

Beneficiary: \_\_\_\_\_ (Name and Address of Employer/Board)

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

Tender Guarantee No.: \_\_\_\_\_

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

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

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

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

- (a) If the Tenderer is the successful Tenderer, upon our receipt of copies of the contract signed by the Tenderer and the performance guarantee issued to you upon the instruction of the Tenderer; or
- (b) If the Tenderer is not the successful Tenderer, upon the earlier of
  - (i) Our receipt of a copy of your notification to the Tenderer of the name of the successful Tenderer; or
  - (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]

<p><b>SPECIMEN LETTER OF AUTHORITY FROM BANK FOR ALL BGs</b> (To be executed on Bank's Letter Head)</p>
---

Date:

To,  
The Board of Deendayal Port Authority

Dear Sir,

Sub: our Bank Guarantee No. \_\_\_\_\_ dated \_\_\_\_\_ for Rs. \_\_\_\_\_  
favouring yourselves issued on A/c of M/s \_\_\_\_\_  
(Name of Contractor)

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

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 & Signature of the Bank officer

<b>MANUFACTURER's AUTHORISATION</b>
-------------------------------------

(The Tenderer shall require the Manufacturer's Authorization to fill in this form in accordance with the instructions indicated. This letter of Authorization should be on the letter head of the Manufacturer and should be signed by a person with the proper authority to sign documents that are binding on the Manufacturer. The Tenderer shall include in its Tender, if so indicated in the TIS. Employer/Board is authorized to verify the facts and genuineness of the information provided by the Tenderer, directly with the Manufacturer)

Date: (insert the date as day, month and year)

Tender No.: (insert number of Tendering process)

To: (insert complete name of Port)

**WHEREAS**

We (insert complete name of Manufacturer), who are official Manufacturers of (insert type of goods Manufactured) having factories at (insert full address of Manufacturers factories), do hereby authorize (insert complete name of Tenderer) to submit a Tender the purpose of which is to provide the following Goods, manufactured by us (insert name and brief description of Goods) and to subsequently negotiate and sign the Contract.

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

Signed: (insert signature of authorized representative of the Manufacturer)

Name: (insert complete name of authorized representative of the Manufacturer)

Title: (insert title)

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

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

**Note: Duly Notarized/Attested or Endorsed by the respective Embassy**



## **Price Schedule Forms**

[The Tenderer shall fill in these Price Schedule Forms in accordance with the instructions indicated. The list of line items in Column I of the Price Schedules shall coincide with the List of Goods and Related Services specified by the Employer in the Schedule of Requirements.]

The prices to be filled on online only and the Hard Copy of the tender may be submitted duly signing the Price Schedules without mentioning the rates.

**PREAMBLE*****General***

DPA is in the process of selecting Contractors for the project “Engineering, Procurement and Construction of Facilities for Mechanized Handling of Fertilizer & clean cargo at Deendayal Port at Berrth-14.”

This call is being addressed to potential Contractors for the design, engineering, supply, installation, testing and commissioning on complete Lump Sum turnkey basis along with Two (2) Months training for operation and maintenance.

The following shall be read in conjunction with the Conditions of Contract, Employer’s Requirements, Scope of Work, Specifications and drawings spelt out in the Tender Documents:-

All Lump Sum prices and units quoted in the Schedule of Prices shall include the following instructions where applicable.

- a. This is a Fixed Price Lumpsum Turnkey Contract.
- b. For items of works to be executed based on the design of the Tenderer, no separate design fee is payable and the same is deemed to be included in the price quoted by the Tenderer for the execution of the Works.
- c. The Schedule of Prices as quoted in BOQ shall be the fixed price. However, Bidders to provide Schedule-A which is to be uploaded in N-procure portal with price bid documents. Further, final detailed components of each BOQ items, rate & their quantities have to be submitted by Successful bidder subsequently within 21 days of issue of LOA. This schedule will be used for the purpose of making stage payments as per the Payment Schedule.
- d. It shall be clearly understood that there shall not be any claim whatsoever by the Bidder on the ground that there are inadequate items of work (work based on quantity and work based on specified items) provided in the Schedule of Prices for pricing by the Tenderer.
- e. The whole cost of complying with the provisions of the Tender document shall be included in the items provided in the Schedule of Prices and where no items are provided, the cost shall be deemed to be distributed among the rates and prices entered for the available items of work. The price quoted shall include all costs upto successful completion of Defects Liability Obligations by the Contractor.
- f. The rates and prices tendered by the Tenderer in the Schedule of Prices shall, except insofar as it is otherwise provided under the Contract, including but not limited to all Tenderer’s equipment, labour, supervision, materials, plant, wastage, fuel, erection, testing & commissioning, insurance, profit, overheads, together with all general risks, liabilities and obligations set out or implied in the Tender document including all taxes, custom duties, fees, royalty and other statutory deductions.
- g. General requirements, directions and descriptions of work and materials, given in the Specifications or Drawings or Conditions of Contract are not necessarily repeated nor summarized in the Schedule of Prices. Tenderer is specifically advised to check and include any other item required for completeness of the total work as per the scope of work and specification and satisfactory performance of the total system.

## ***Currency***

All monetary reference in the Price Schedule shall be made in the Indian Rupees or currency specified in NIT & TIS.

Dated this ..... Day of ..... 2023

Signature ..... in the capacity of .....

Duly authorized to sign Tenders for and on behalf of .....

.....

(IN BLOCK LETTERS)

Address ..... Witness .....

.....

..... Occupation .....

## BILL OF QUANTITY

**BOQ      ENGINEERING, PROCUREMENT AND CONSTRUCTION FOR DEVELOPMENT OF MECHANIZED FERTILIZER AND OTHER CLEAN CARGO HANDLING FACILITY AT BERTH NO.14 IN DEENDAYAL PORT, KANDLA**

1	2	3	4	5		6	7	8	9	10
S. No.	Description	Country of origin & Port of loading	Delivery Period from date of opening of LC	Qty	Unit	Unit Price including CIF & other royalty, duties etc.	Currency to be quoted	Price per line item (Col 5X6)	Exchange Rate (as published in RBI Exchange rate on 07 days prior to scheduled / extended date of opening of Technical Bid	INR equivalent amount of price quoted in Column 9.
<b>A )</b>	<b><u>Part-A (Civil Work)</u></b>									
1.	<b>Covered PEB Shed for Storage (650 m X 70 m)</b>			1	Set					
2	<b>Civil Work for Conveyor System</b>			1	Set					
3	<b>Neem Coating system Civil Foundation work</b>			1	Set					
4	<b>PEB Shed Work for Bagging, Loading &amp; Storage (700m x 55m)</b>			1	Set					

1	2	3	4	5		6	7	8	9	10
S. N o.	Description	Country of origin & Port of loading	Delivery Period from date of opening of LC	Qty	Unit	Unit Price includi ng CIF & other royalt y, duties etc.	Currenc y to be quoted	Price per line item (Col 5X6)	Exchange Rate ( as published in RBI Exchange rate on 07 days prior to scheduled / extended date of opening of Technical Bid	INR equival ent amount of price quoted in Column 9.
5	Substation / Operation Building			1	Set					
6	Central Water Tank & Pump House			1	Set					
7	Toilet Block in Open Yard			1	Set					
8	Strom Water Drain in Back up area			250 0	Mtrs					
9	Settling Pound with Drainage Pipe connectivity			1	Nos.					
1 0	Road Way Bridge Foundation work			2	Nos.					
1 1	Entry - Exit Lang with Cubicles and Gate			4	Nos.					
1 2	Road Connectivity with internal road network - Bitumen			180 00	Sq.mt.					

Engineering, Procurement and Construction for Development of Mechanized Fertilizer and Other Clean Cargo Handling Facility At Berth No.14 In Deendayal Port, Kandla (Vol-I)

1	2	3	4	5		6	7	8	9	10
S. N o.	Description	Country of origin & Port of loading	Delivery Period from date of opening of LC	Qty	Unit	Unit Price includi ng CIF & other royalt y, duties etc.	Currenc y to be quoted	Price per line item (Col 5X6)	Exchange Rate ( as published in RBI Exchange rate on 07 days prior to scheduled / extended date of opening of Technical Bid	INR equival ent amount of price quoted in Column 9.
1 3	Fencing Boundary			219 0	Mtrs.					
1 4	Civil Work for FFS / DSS Pipeline			-	LS					
1 5	Work for Air compressor pipeline			-	LS					
1 6	Sewage & Effluent collection system			-	LS					
<b>B )</b>	<b><u>Part-B (Mechanization Work)</u></b>									
1	Mobile Harbour Crane - 100T capacity including Customs duty			2	Nos.					
2	Mobile Hoppers with reversible Belt feeder			2	Nos.					

1	2	3	4	5		6	7	8	9	10
S. No.	Description	Country of origin & Port of loading	Delivery Period from date of opening of LC	Qty	Unit	Unit Price including CIF & other royalty, duties etc.	Currency to be quoted	Price per line item (Col 5X6)	Exchange Rate (as published in RBI Exchange rate on 07 days prior to scheduled / extended date of opening of Technical Bid	INR equivalent amount of price quoted in Column 9.
3	Conveyor System (with Set)			2000	Mtrs					
4	Travelling Tripper with all accessories			2	Nos.					
5	Online Mechanized Neem Coating System (Complete set)			1.00	Nos.					
6	Silos/Bucket Elevator, Bagging and stitching machine (Semi-Automatic) & Flat Conveyor with Wagon loader (2 nos. per machine) - Set			38.00	Nos.					
7	Fire Fighting System			1.00	Set					
8	PW Dust Extraction System			1.00	Set					

1	2	3	4	5		6	7	8	9	10
S. N o.	Description	Country of origin & Port of loading	Delivery Period from date of opening of LC	Qty	Unit	Unit Price includi ng CIF & other royalt y, duties etc.	Currenc y to be quoted	Price per line item (Col 5X6)	Exchange Rate ( as published in RBI Exchange rate on 07 days prior to scheduled / extended date of opening of Technical Bid	INR equival ent amount of price quoted in Column 9.
9	Potable Water System			1.00	Set					
10	Road WeighBridge			2.00	Nos.					
11	Compressed Air and Instrument Air as required with distribution network-			1.00	Set					
12	Sewage & Effluent collection system			1.00	Set					
C )	<b>Part-C (Electrification Work)</b>									
1	Estimation for Electrical Works including High mass light			LS	LS					
2	Estimation for Neem Coating Electrical Works			LS	LS					

Engineering, Procurement and Construction for Development of Mechanized Fertilizer and Other Clean Cargo Handling Facility At Berth No.14 In Deendayal Port, Kandla (Vol-I)



1	2	3	4	5		6	7	8	9	10
S. N o.	Description	Country of origin & Port of loading	Delivery Period from date of opening of LC	Qty	Unit	Unit Price includi ng CIF & other royalt y, duties etc.	Currenc y to be quoted	Price per line item (Col 5X6)	Exchange Rate ( as published in RBI Exchange rate on 07 days prior to scheduled / extended date of opening of Technical Bid	INR equival ent amount of price quoted in Column 9.
<b>D )</b>	<b><u>Part-D (Rail Connectivity)</u></b>									
1	<b>Estimate for Railway Work (approx. 4.39 TKM)</b>			LS	LS					
<b>E )</b>	<b><u>Part-E (Automation Work)</u></b>									
1	<b>Automation Work</b>			LS	LS					
<b>Total Cost,</b>										

**Notes:**

1. All above mentioned items in BOQ are including mobilization & demobilization complete in all respects and ready to use as per approved designs, drawings and specifications including installation, testing, inspection, commissioning, defect rectifications and Training for Operation & Maintenance for period of two Months.

2. The rates to be quoted shall be inclusive of all charges, taxes, Cess, Duty etc. except GST, if any.
3. The above scope of work is only indicative, but not limited. However, the Contractor has to ensure completeness of the complete system in all aspects by following all the latest Amendments, Specifications, Codes and Standards.
4. It should be noted by the bidders that the information, size, specifications, design & dimensions mentioned in this Volume and drawings, are indicative. As in EPC Contracts, the successful bidder shall workout detail design & drawings during detail engineering stage meeting the functional, operational & performance requirements & as per relevant IS standards, well within the sanctioned estimate, and submit the fresh design & drawings for approval to employer.
5. The scope of work specified in the document are Tentative only requirements. Any piece of unit or equipment not specifically mentioned in the scope of work, but required as per operational requirement and other relevant standard guidelines shall be provided by the contractor at no extra cost and shall be deemed to have been specified.
6. Contractor has to visit the site for actual quantification of the proposed job and quantum of the job. Contractor shall carry out site visit for complete understanding of the scope of work.
7. Rates of above BOQ to be submitted only in Financial Bid at [www.kpt.nprocure.com](http://www.kpt.nprocure.com)

Total Amount in Words (excluding GST) \_\_\_\_\_Only)

GST: \_\_\_\_\_% extra.

Dated .....day of .....2023

**Signature of Tenderer**

## Schedule A – Detailed components of each BOQ item & their quantities

Sl. No.	Description	Qty.	Unit

\*To be filled by the Tenderer as per Preamble of Form-9, Vol-I of Tender Document.

Total Amount in Words.....

Dated .....day of .....2023

**Signature of Tenderer**

**(CERTIFICATE ISSUED BY THIRD PARTY AGENCY ON THEIR LETTER HEAD)**

**To,  
M/s Deendayal Port Authority,  
Kandla (Kutch)  
Gujarat,  
INDIA.**

**This is to certify that the (name of equipment) designed, manufactured and supplied to Deendayal Port Authority are conforming with the Quality Assurance and Standards as per proven design and Model No./Drawings submitted by M/s \_\_\_\_\_ in the Tender No. (insert tender no.) of Deendayal Port Authority.**

**Signature & Seal of Authorized  
Representative of Classification Society.**

**MECHANICAL DESIGN REQUIREMENT**

- A. Site Organization
- B. Method Statement during Construction Phase
- C. Mobilization and Construction Schedule during construction phase
- D. QA / QC Procedures
- E. HSE Policies

**(The above detail shall be provided by the Tenderer as a part of technical proposal)**

**AS DETAILED IN TECHNICAL SPECIFICATIONS.**

**Seal and signature of the Contractor**

**(CERTIFICATE ISSUED BY MANUFACTURER ON THEIR LETTER HEAD)**

**To,  
M/s Deendayal Port Authority,  
Kandla (Kutch)  
Gujarat,  
INDIA.**

**This is to certify that the proven design submitted with Bid conforms with all the standards and generic specifications of (name of equipment) given at Page No. \_\_\_\_ of the Tender No. (insert tender no.) of Deendayal Port Authority.**

**Signature & Seal of Authorized  
Representative of the Manufacturer**

<b>Specimen Pre-QUALIFICATION OF BIDDERS</b>
--

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 of legal status of Bidder (Attach copy)

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

### 2. Turnover of the Firm/JV

Year	Financial Year	Turn over
last three financial years ending 31st March of the previous year.	2019-20	
	2020-21	
	2021-22	

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

### 3. Similar works

Particulars	Year	No. of Woks	Value
Total value of completed Similar work as defined in the tender document during last 7 years.	2016-17		
	2017-18		
	2018-19		
	2019-20		
	2020-21		
	2021-22		
	2022-23		

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

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

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

**5. Additional information bidder may like to submit**

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

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



<b><i>SPECIMEN FORMAT FOR DECLARATION</i></b>
---

(To be executed on bidder's Letter Head)

SE(M)

CME Liaison office

1<sup>st</sup> floor, A.O. Building

First Floor, Gandhidham – 370201

Kutch – Gujarat

Phone: + 91-2836-270484, 220636

Fax: + 91-2836-220636

Ref: \_\_\_\_\_(Project title)

Sir,

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

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

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

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

Name of Applicant: \_\_\_\_\_  
Represented by (Name & capacity) \_\_\_\_\_

**SPECIMEN FORMAT FOR EXCEPTIONS AND DEVIATIONS**

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

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

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

Duly authorized to sign this authorization on behalf of: (insert complete name of Tenderer)  
Dated on \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ (insert date of signing)

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

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

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

**1 Formation of Joint Venture/Consortium**

- 1.1. (i)M/s..... ***(Name of the firm to be filled in)*** is engaged in..... ***(Details of the works undertaken by the party)***  
(ii)M/s.....***(Name of the firm to be filled in)*** is engaged in..... ***(Details of the works undertaken by the party)***
- 1.2 On behalf of Board of Deendayal Port Authority of Deendayal Port (hereinafter referred to as -Employer11), the Dy. Chief Mechanical Engineer, Deendayal Port Authority has invited bids from the experienced, resourceful and bonafid Developers with proven technical and financial capabilities of executing the work ..... ***(insert the name of the work)*** .....
- 1.3. The parties have been exploring together the ways and means of collaboration for the purpose of an offer to be made for the said project of the Deendayal Port Authority and have mutually agreed to enter into a Joint Venture/Consortium Agreement to submit a common bid for the project and to carry out the project works in the event of award of the contract, in association with each other and ***(Name of Partner to be filled in.....)*** shall be the Lead Partner and (i) ***(Name of Partner to be filled in.....)***, (ii) ***(.....Name of Partner to be filled in.....)***, shall be the other partner(s).

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

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

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

- 1.19. The Lead Partner is authorized: (a) to submit bid, negotiate and conclude contract and incur all liabilities therewith on behalf of the partner(s) of the JV /Consortium during the bidding process; and (b) in the event of a successful bid, to incur liabilities and receive instructions for and on behalf of the partner(s) of the JV/Consortium and to carry out the entire execution of the contract including payment, exclusively through Lead Partner.
- 1.20. In the event of default of the Lead Partner, it shall be construed as default of the Developer/Contractor; and Employer shall be entitled to take action under relevant clause(s) of the Department Bid Document and/or Conditions of Contract.
- 1.21. All the parties of the JV/Consortium shall be jointly and severally liable for due performance, recourse/sanctions within the joint venture in the event of default of any partner and arrangements for providing the required indemnities.
- 1.22. The JV/ Consortium shall have a separate JV/Consortium Bank account (distinct from the Bank account of the individual partners) to which individual partners shall contribute their share capital I or working capital. The financial obligation of the consortium shall be discharged through the said JV/ Consortium Bank account only and also all payment received by consortium from the Deendayal Port Authority shall be through that account only.

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

**(i) Signature Name**

**Designation seal &**

**Common seal of the firm**

**(ii) Signature Name**

**Designation seal**

**Common seal of the firm**

**Witness1.....**

**Witness2.....**

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

*(To be submitted on Non-judicial Stamp Paper of appropriate value)*

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

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

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

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

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

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

**FORMAT FOR DETAILS OF CONSORTIUM MEMBERS**

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

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

INTEGRITY PACT

**Between**

**Deendayal Port Authority (DPA)** hereinafter referred to as "**The Principal**"

and

..... (Name of The bidders and consortium members)

hereinafter referred to as "**The Bidder / Contractor**"

**Preamble**

The Principal intends to award, under laid down organizational procedures, contract(s) / concession(s) for Tender No. .... 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. Copy of the "Guidelines on Indian Agents of Foreign Suppliers" is placed at (page Nos. 7-20)
  - 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". Copy of the "Guidelines on Banning of business dealings" is placed at (Page No. 7-20).

### 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 Contract 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 recuses 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 / Contractor. 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)

मुख्य यांत्रिक इंजीनियर  
Chief Mechanical Engineer  
दीनदयाल पोर्ट प्राधिकरण  
Deendayal Port Authority

(For & on behalf of the  
Bidder/Contractor)

(Office Seal)

Place : Gandhidham

Date : \_\_\_\_/\_\_\_\_/20\_\_\_\_

Witness-1:

(Name & Address) \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Witness-2 :

(Name & Address) \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Site Visit Certificate**

## EVIDENCE TOWARDS SITE VISIT

I, Shri \_\_\_\_\_ authorized representative of M/s. \_\_\_\_\_ (authorization letter issued by the firm with my specimen signature and passport size photo and Aadhaar card are enclosed) have visited the site on dated \_\_\_\_\_ with DPA representative Shri \_\_\_\_\_, (Designation) \_\_\_\_\_ for the work of “ENGINEERING, PROCUREMENT AND CONSTRUCTION FOR DEVELOPMENT OF MECHANIZED FERTILIZER AND OTHER CLEAN CARGO HANDLING FACILITY AT BERTH NO.14 IN DEENDAYAL PORT, KANDLA “.

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

## **Part 2 – Supply Requirements**

### **SECTION-V**

#### **SCHEDULE OF REQUIREMENTS**

##### **Contents**

1. List of Goods and Delivery Schedule
2. List of Related Services and Completion Schedule
3. Technical Specifications.
4. Drawings
5. Inspections and Tests
6. Exception and Deviations

## 1. List of Goods and Delivery Schedule

NAME OF WORK: Engineering, Procurement and Construction for Development of Mechanized Fertilizer and Other Clean Cargo Handling Facility At Berth No.14 In Deendayal Port, Kandla .

Line Item No.	Description Of Goods	Quantity	Physical unit	Final (Project Site) Destination as specified in TIS	Delivery (as per Incoterms) Date	
					Delivery Period	Tenderer's offered period (to be provided by the Tenderer)
1	2	3	4	5	6	7

Name of bidder  
Signature of Bidder  
(Insert complete name of Bidder)  
{Signature of person signing the BID}  
Date (insert date)



## 2. List of Related Services and Completion Schedule

NAME OF WORK: Engineering, Procurement and Construction for Development of Mechanized Fertilizer and Other Clean Cargo Handling Facility At Berth No.14 In Deendayal Port, Kandla .

Service	Description Of Services	Quantity & Unit	Place Where Services shall be performed
1	2	3	4
1	Training for Operation & Maintenance for Two (2) months to Employer authorized team.		Berth-14, Back up area

Name of bidder  
Signature of Bidder  
(Insert complete name of Bidder)  
{Signature of person signing the BID}  
Date (insert date)

### **3. TECHNICAL SPECIFICATIONS:**

Employer's requirements, Scope of Work, and Specifications & Drawings are in the Volume II of this tender document, which forms part of the bidding documents.

#### **GENERAL:**

- 3.01 Deendayal Port is willing to develop Mechanized fertilizer & other clean cargo handling facility at Kandla for handling of Import fertilizer (Urea, MOP, DAP) & other clean cargo inside the port premises to enable faster turnaround time of rakes and to reduce multi handling of the cargo. "Other Clean Cargo" means cargos which are non-polluting, non-hazardous and dust free cargo in nature including sugar, salt, silica sand/ china clay, food grains like wheat, rice & maize etc., fertilizers & other similar cargo, but excluding all hazardous and dusty cargo.
- 3.02 The project is proposed to be executed through Engineering Procurement Construction Commissioning Contract basis. Specialized contractors shall be appointed for the components of the works. The facility shall be designed to handle import of fertilizers & other clean cargo through MHCs, hopper & conveyor system and to handle export of clean cargo through MHCs & other relevant equipments on the facility. Jetty (Berth-14) is constructed in Year 2019. Size of the Berth wharf is 55 mtr. X 300 mtr. wide and the backup area is 890 mtr. long X 300 mtr. width after 55 mtr. wharf. Additional pile platform of dimension 15 mtr. x 300 mtr. exists after wharf area.
- 3.03 The tender documents for this project has been prepared and issued to the all such specialized contractors. Their bids shall be evaluated for conformity to the employer's requirements and price competitiveness. The appointed contractors shall be monitored during execution for the successful completion of the project.
- 3.04 This call for the bid which is being addressed to potential Contractors for the design, engineering, supply, installation, testing and commissioning contract of "Engineering, Procurement and Construction for Development of Mechanized Fertilizer and Other Clean Cargo Handling Facility at Berth No.14 In Deendayal Port, Kandla" on complete Lump Sum turnkey basis in accordance with the Contract provisions. Scope of work includes, "Engineering, Procurement and Construction for Development of Mechanized Fertilizer and Other Clean Cargo Handling Facility At Berth No.14 In Deendayal Port, Kandla.
- 3.05 The specifications given for the subject work describe certain broad & indicative requirement to which the contractor shall work, but this shall not absolve the contractor from his responsibility to carry out the work in apt and proper manner and acceptable in all respects as per standard practice even if there is any omission in the prescribed specification. The bidder shall carry out his own design & engineering for meeting the purpose of the work.
- 3.06 It should be noted by the bidders that the information, size, specifications, design & dimensions mentioned in this Volume and drawings, are indicative. As in EPC Contracts, the successful bidder shall workout detail design & drawings during detail engineering stage meeting the functional, operational & performance requirements & as per relevant IS standards, well within the sanctioned estimate, and submit the fresh design & drawings for approval to employer.

3.07 The materials/ equipment/ items to be installed for the work shall be latest, original, interchangeable & of relevant standards.

3.08 Statutory Approvals & Certifications:

- Any statutory approvals as required / applicable, shall be in scope of the Contractor. DPA shall only provide assistance for the same. Fees towards all such statutory clearance/ certification, additional study/ assessment/ monitoring/ report etc., as per the requirement, shall be initially borne by the Contractor and same shall be reimbursed by DPA after submission of the request & original receipt of such fees in name of “Deendayal Port Authority, Kandla” for the facility only. The requisite data shall be provided by DPA as per availability for such applications.
- The complete mechanized handling system must be certified by independent international classification agency such as IRS, BV, DNV or any Classification Society who is a member of International Association of Classification Society, for compliance of relevant specifications, standards, tests & certifications mentioned in the document for handling of fertilizers and other major clean cargo.

### 3.1 LOCATION

The Major Port of Kandla is situated in the Gulf of Kutch on the West Coast of India, at latitude 23° 01' North longitude 70° 13' East. The Port serves a vast hinterland covering north and north-western parts of India.

### 3.2 COMMUNICATION FACILITIES

The Port is connected to Ahmedabad by National Highway No. 8A and to Jamnagar and Rajkot by State Highways. It is served by broad gauge railway lines. Bhuj, about 65 km. away from Kandla, provides regular air connections to Mumbai. In addition, there is an airstrip at Kandla for smaller aircraft.

### 3.3 CLIMATIC CONDITIONS

The climate at Kandla is hot, humid, dusty and salt laden, conducive to rust. During summer, the temperature varies from 25° C to 46° C and in winter, which is mild from 10° C to 25° C. Kandla falls under scanty rainfall zone.

#### 3.3.1 AIR TEMPERATURE

The minimum ambient air temperature at Kandla is 10° C and the maximum ambient air temperatures observed are 46° C (Outdoor) and 40° C (Indoor).

#### 3.3.2 WIND PRESSURE

Wind velocity of 25 to 60 kmph is common on any day, especially during summer (March to September). The maximum wind velocity recorded is 200 kmph. The direction and the average wind speed observed are as under:

Period	Direction	Average Speed
• October – March	North-East	10 kmph
• April – May	South-East	20 kmph
• June – September	South-West } North-East }	60 kmph

### 3.3.3 TIDES

Tides of Gulf of Kutch, close to Kandla, with reference to the Chart Datum, are as follows:

• Low Water Springs	(+) 0.78 m.
• Low Water Neaps	(+) 1.81 m.
• Sea Level	(+) 3.88 m.
• High Water Neaps	(+) 5.71 m.
• High Water Springs	(+) 6.66 m.

### 3.3.4 WAVES AND AIR

The Port is protected from the waves, since it is at the leeward end of Gulf of Kutch. The air is always laden with saline spray. In addition, very fine particles of bulk cargo handled at the Port viz. finished fertilizer and its raw materials, coal, iron scrap, solvent extractions, salt, etc. are always present in the air.

### 3.3.5 SEISMIC FORCE

Kandla falls under Seismic Zone No. V, hence necessary forces are to be considered as per IS: 1893.

### 3.3.6 RAINFALL

Rainfall in Kandla is very low. Between January and April, there is normally no rainfall. Rainfall mainly remains confined between June and August. During the remaining months, the rainfall is scanty. The average

annual rainfall is around 200mm only. However, there have been years when the rainfall was heavier, though such occasions are not common.

### **3.3.7 RELATIVE HUMIDITY**

The relative humidity at Kandla is of the order of about 70%.

### **3.3.8 TROPICALISATION**

All the Electricals of proposed system shall be given tropical and fungicidal treatment in view of the severe climatic conditions prevailing at Kandla site. Such Tropical protection shall conform to BS/CP/1014-1963 or latest viz. "Protection of electrical equipment against climatic conditions".

- 3.4 The project involves various activities mentioned under Vol – II: Clause No 2: Scope of Work in Brief and detail requirement and technical specification are mentioned under respective clause in Vol –II.

Suitable dust control systems and other ancillary systems are also envisaged, wherever required to mitigate environmental pollution and consequential effects of the facility.

The general engineering design of layout of the proposed system is provided in Volume II of the tender document to the Tenderer for their guidance.

However, training of the DPA operators and maintenance staff shall also be arranged by the Contractor after commissioning of the system. The training will have to be imparted at DPA's site. The Cost of Training and related arrangement shall be borne by the Contractor.

## **4.0 DRAWINGS.**

The general engineering design & drawings and layout of the proposed system is provided in Volume II of the tender document to the Tenderer for their guidance.

## **5.0 THIRD PARTY INSPECTION AND TESTS**

DPA shall hire Project Management Consultant and/ or Third Party Inspection Agency of the project for carrying out inspection and test and also for certifying that the proposed system is built of proven design and to the standards mentioned in the tender or otherwise. They will also certify each stage payment after their certification only, the payment will be released.

- 5.1 All tests shall be carried out in the presence of the Engineer In-charge or representative and any corrections found necessary shall be carried out accordingly. The contractor shall be responsible for obtaining the services of sub-contractor (as and when necessary).

The tests shall include operational and capacity tests. The date for operational and capacity test shall be set by the Contractor and after consent of Engineer In-charge. Engineer In-charge shall be informed of the date in advance. The contractor shall be responsible for any adjustments or corrections found necessary during these tests.

- 5.2 The contractor shall supply a certified record of the test figures along with the appropriate certificates of tests and inspection under the dock safety requirements.
- 5.3 When the proposed system is completed in all respects and adjustments and testing are over, final operational tests at rated capacities shall be carried out by the Employer's operators in the presence of the Engineer In-charge or representative, and if accepted, the proposed system shall be handed over to the DPA when the final operational tests at rated capacities will be successfully completed.
- 5.4 The contractor shall during the period of commissioning instruct the Employer's staff in the operation of the equipment and acquaint them with adjustments that are made. The Employer's staff shall be give reasonable opportunity to become conversant with the operating features of the equipments.
- 5.5 All materials and equipments, which fail during the test, shall be replaced by the contractor without any extra cost to the Employer and the test shall be repeated on the new equipment/item. All instruments and tools required for tests shall be supplied by the contractor.
- 5.6 The whole of the work and materials included in this contract at the stages of manufacture shall be accessible for inspection and testing by the authorized representative/agency of the Employer and in such manner at such places and time, and by such methods as Representative /agency may direct. The contractor shall also supply all machinery, appliances, materials and labour for such tests.
- 5.7 All the sub-system and any part of sub-system shall be put to inspection at the contractor's works before dispatch and all the relevant tests shall be carried out in presence of inspection agency as provided in the contract. Test formats shall be furnished by the contractor well in advance to the Employer.

- 5.8 In case of bought out items, all the tests confirming to the manufacturer test chart shall be reported to the satisfaction of the Employer'/ Inspection Agency. Blank test charts of the proposed tests for the sub-assemblies/parts shall be submitted in advance to the Employer.
- 5.9 Without limiting the foregoing provisions, the contractor shall test, if required by the Employer/Inspection Agency, steel and iron works at the manufacturer's works, and the ropes and electrical equipments at the maker's works and where applicable, by the test mentioned in the relevant approved specifications.
- 5.10 SCOPE OF INSPECTION: The broad scope of inspection by the PMC and / or TPIA is as given below:
1. The PMC and / or TPIA shall be arranged by DPA and cost of PMC and / or TPIA mentioned below shall be borne by DPA.
  2. The PMC and / or TPIA will carry out approval of design & drawings, items inspection at manufacturer's works/site, dispatch clearance from manufacturer's work, certification for releasing stage payments as per payment terms of contract for all the material as per schedule/work till taken over by DPA.
  3. The successful bidder is required to execute the work at each and every stage with approval of the PMC/TPIA. The Execution of the work shall be subject to third party inspection by the agency engaged by DPA. The contractor is required to comply the observations, queries of the agency and any cost incurred from this purpose shall be the responsibility of the contractor.
  4. The Successful bidder is required to carry out the soil testing at the site of the installations and design / modify the civil structure with approval of the PMC/TPIA, if required. The cost towards soil testing shall be borne by the successful bidder.
  5. The PMC and / or TPIA shall carry out inspection of work as per tender specification/relevant standard. All tests shall be carried out in the presence of the PMC and / or TPIA and Engineer In-charge or representative and any corrections found necessary shall be carried out accordingly.
  6. The tests shall include operational and capacity tests. The date for operational and capacity test shall be set by the Contractor and after consent of Engineer In-charge. Engineer In-charge shall be informed of the date in advance.
  7. All materials and equipment's, which fail during the test, shall be replaced by the contractor without any extra cost to the Employer and the test shall be repeated on the new equipment/item. All instruments and tools required for tests shall be supplied by the contractor.

8. The Scope of PMC and / or TPIA shall include the following as minimum requirements. All the below tests shall be witnessed by PMC/ TPI
  - a) Physical & Visual Inspection of all components & parts of the entire systems.
  - b) Dimensional Inspection of System.
  - c) Physical checking of operation of the Systems.
  - d) Verifying the test certificates.
  - e) The specification, position and numbers to be checked to meet the site requirements.
  - f) The mechanized facility is operating automatically through PLC in the predefined sequence or not for certain time is to be checked.
  - g) Verification of the mechanized facility as per operational requirements.
  - h) Review of manufacturer's test certificates for the manufactured and supply items.
9. The scope of PMC and / or TPIA includes Inspection of the construction, Installation, Commissioning works from start to finish by deploying modern methods of supervision and control. Verify the setting out of the works done by the contractors and ensure that it is as per drawings. Ensure that the works adhere to the levels, alignment and dimensions specified in the drawings approved by the employer.
10. Inspection of the works to ensure conformance of works and materials to relevant BIS standards/International Standards, Bid specifications/drawings. Approve materials and quality of works based on test results produced by the works Contractor, factory inspection, site testing etc. (Quality control)
11. The PMC and / or TPIA will verify and certify the invoices / RA Bills raised by the contractor for making payment and will carry out check measurement. PMC and / or TPIA will also certify the measurement in MB book, recorded by DPA for civil work, Mechanical work and Electrical work.
12. In case of such of those works where measurements are hidden after completion, as in the case of foundations, reinforcements in RCC structures etc., are to be carried out immediately after each activity is completed.
13. Monitor and achieve progress with reference to prefixed targets



drawn up jointly with the Contractors and furnish monthly progress reports.

14. Examine on extra claims/ variations and time extension, if any, on works contract and prepare recommendations for approval by the DPA. In case of any need for execution of non-tendered items of works, take advance action prepare specifications, carry out rate analysis with supporting documents and take further action strictly as per the conditions in the bidding documents (in consultation with the Port).
15. Ensure environmental and social safeguards as per EIA/EMP reports prepared by the client
16. Ensure strict compliance of labor laws by the contractor.
17. Inspect and certify that the works are completed according to the specifications on final completion before final settlement of bills.
18. Prepare completion report for all the works and Obtain as built drawings from the contractor, verify the correctness and furnish the same to the Port. Obtain O&M manual from the contractor after completion and before commissioning the scheme.
19. Inspect all the completed works once in months during the defects liability period and assist DPA in ensuring that the contractors attend to all kinds of construction defects brought to their notice.
20. Scrutinize the contractor's detailed work program and guide Contractor in preparation of supervision schedule/ work plan for each stage;
21. Review and approve contractor's design & drawings, scrutinize construction methods proposed by contractor including environmental, safety, personnel and public issues;
22. Monitor the construction method by assessing the adequacy of the contractor's input materials, labour, equipment and construction methods;
23. Supervise and Monitor construction work of each contract package; Establish Quality assurance system including verification of source of material and certification;
24. Monitor the construction method by assessing the adequacy of the contractor's input materials, labour, equipment and construction methods;
25. Carry out necessary quality control activities and certify that the quality of works conforms to the specifications and drawings;
26. Prepare monthly project progress reports describing the physical

- and financial progress of each work, highlighting impediments to the quality and progress of the works and remedial actions, for submission to the DPA;
27. Review and finalize the “as built” drawings submitted by Contractor;
  28. Assist the Client in issue of completion certificates;
  29. Assist for resolution of all contractual issues including examining the contractor’s claims for variations/ extensions or additional compensations etc and prepare recommendations for approval by the Client;
  30. Inspect the works at appropriate intervals during defect liability period and certification issue as per following:
    - 30.1. Material verification with mill test certificate witnessing physical tests on specimens for representing critical parts submitted item.
    - 30.2. Approval of welding procedures and welder’s qualifications tests in accordance with approved QAP.
    - 30.3. Ensuring radiographic standards and other NDT requirements such as ultrasonic, magnaflux etc are met with as per the relevant codes. Also fatigue analysis for structural as well as all critical items as specified in Sr. No. 2 above.
    - 30.4. General examination during and on completion of fabrication and machining of main structural steel work to ensure good workmanship and compliance to approved QAP are met with as per the relevant codes.
    - 30.5. Examination of all critical items and their assembly together with main items of electrical equipment, including control and protection panels, limit switches, controllers, wiring etc. Verification of electric motors against manufacturers works test certificates to ensure compliance to specifications.
    - 30.6. Final inspections on completion of manufacture and shop assembly, including verification of principal dimensions. All prescribed load, overload tests and functional tests of the drive, and all the mechanisms, mechanical apparatus and electrical equipment to be witnessed.
    - 30.7. Every month, the inspection agency shall send an updated progress report in the form of time bar chart/CPM chart that was originally furnished by the contractor.
    - 30.8. Witnessing assembly and erection at site in Kandla, together with load and functional tests.
    - 30.9. Final Stamping and Certification of the system.

25. All parameter tests including overload test as well as test under statutory requirement will be done at Kandla after arrival and in presence of Employer's Engineers.

## 6.0 EXCEPTIONS AND DEVIATIONS

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

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

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

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

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

**Signature & Seal  
of Contractor**

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

**SECTION – VI**  
**GENERAL CONDITION OF CONTRACT**

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## **Section VI. General Conditions of Contract**

### **1. Definitions**

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

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

- (j) "Goods" means all of the commodities, raw material, machinery and equipment, and/or other materials that the Contractor is required to supply to the Employer under the Contract.
- (k) "Employer's Country" is INDIA.
- (l) "Tender" means the offer of the Contractor along with all other relevant documents as referred to in the Contract.
- (m) "Related Services" means the services incidental to the supply of the goods, such as insurance, installation, training and maintenance and other such obligation of the Contractor under the contract.
- (n) "SCC" means the Special Condition of Contract.
- (o) "Subcontractor" means any natural person, private or government entity, or a combination of the above, to whom any part of the goods to be supplied or execution of any part of related services is subcontracted by the Contractor under intimation to the Employer.
- (p) "The project site" where applicable means the place named in the SCC and in pursuant to ITT clause 14.6 a (iii) and 14.6 b (ii).
- (q) "Engineer In Charge" or "E-I-C" means Employee of Employer or any other person or firm, nominated by the Employer or as specified in SCC.

## **2. Contract Documents**

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

## **3. Fraud and Corruption.**

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

- (a) Defines, for the purpose of this provision the terms set forth below as follows:
  - (i) "Corrupt practice" means the offering, giving, receiving or soliciting, directly or indirectly of anything of value to influence the action

of a public official in the procurement process or in contract execution; and

- (ii) "Fraudulent practice" means a misrepresentation or omission of facts in order to influence a procurement process or the execution of a contract;
  - a. "Collusive practice" means a scheme or arrangement between two or more tenderers designed to establish Tender prices at artificial noncompetitive levels and;
  - b. "Coercive practice" means harming or threatening to harm directly or indirectly, persons or their property to influence their participation in the procurement process or affect the execution of a contract;
- (b) Will black list a firm or individual, including declaring them ineligible either indefinitely or for a stated period of time to be awarded, if it at any time determines that they have, directly or through an agent engaged in corrupt, fraudulent, collusive or coercive practice in competing for, or executing and;
- (c) Will have the right to enquire that Contractor to permit the Employer to inspect their account and records and other documents relating to the Tender submission and contract performance.

#### **4. Interpretation**

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

4.2 Inco-terms.

- (a) Unless inconsistency with any provision of the Contract, the meaning of any trade term and the rights and obligations of parties there under shall be as prescribed by incoterms as specified in SCC.
- (b) The terms EXW, FOB, CIF and other similar terms, when used shall be governed by the rules prescribed in the current edition of Incoterms specified in the SCC and published by the International Chamber of Commerce in Paris, France.

#### **4.3 Entire Agreement**

The Contract constitutes the entire agreement between the Employer and the Contractor and supersedes all communication, negotiations and



agreements (whether written or oral) or the parties with respect thereto made prior to the date of contract.

#### 4.4 Amendment

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

#### 4.5 Non waiver

- (a) Subject to GCC sub-clause 4.5(b) below, no relaxation, forbearance, delay or indulgence by either party in enforcing any of the terms and conditions of the Contract or the granting of time by either party to the other shall prejudice affect or restrict the rights of that party under the Contract, neither shall any waiver by either party of any breach of Contract operate as waiver of any subsequent or continuing breach of contract.
- (b) Any waiver of a party's rights, powers, or remedies under the Contract must be in writing, dated, and signed by an authorized representative or the party granting such waiver, and must specify the right and the extent to which it is being waived.

#### 4.6 Severability

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

#### 4.7 Employer's Lien

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

#### 4.8 Execution

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

## **5. Language**

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

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

- 6.1 If the Contractor is a joint venture, consortium or association, all of the parties shall be jointly and severally liable to the Employer for the fulfillment of the provisions of the Contract and shall designate one party to act as a leader with authority to bind the joint venture consortium or association. The composition or the constitution of the joint venture, consortium, or association shall not be altered without the prior consent of the Employer.

## **7. Eligibility**

- 7.1 A contractor or subcontractor shall be deemed to have the nationality of a country if it is a citizen or constituted incorporated or registered and operates in conformity with the provisions of the laws of that country.  
**(NOT APPLICABLE)**

## **8. Notices**

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

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

## **9. Governing Law**

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

### **9.2 Dock Safety**

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

### **9.3 Labour/Minimum wages**

(a) The Contractor or his sub - contractor shall not employ a young child as per applicable laws. He/they shall also not employ an adolescent who has not completed his eighteenth year unless he is certified fit for the work as an adult as prescribed under Clause (b) of subsection (2) of section 69 of the Factories Act. 1948.

(b) The Contractor or his sub-contractor shall also see that all the provisions set forth under the Minimum wages Act as amended from time to time are fully complied with by him/them and shall maintain necessary registers and records for payment of wages, overtime etc. made to his/their workmen as required by the Conciliation Officer (Central), Ministry of Labour, Government of India or such authorized persons appointed by Central or State Government.

(c) The contractor/contractors shall also see that the provisions regarding employment of young persons covered by the Employment of Children Act, 1938 and the Factories Act, 1948 as amended from time to time shall be fully complied with.

(d) Notwithstanding anything herein contained the contractor shall comply with all of the provisions of the Contract Labour (Regulation and Abolition) Act, 1970 and Rules and Regulations made there under as amended from time to time if applicable.

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

#### **9.4 Fair wages:**

- (a) The contractor shall pay the labours engaged by him on the work not less than fair wages which expression shall mean whether for time or piece work the respective rates of wages as fixed by the Central Public Works Department as Fair Wages payable to the different categories of labourers. However, subject to the other provisions of any other law for the time being in force in the country, the minimum rates of wages for any person/persons below 18 years of age and for disabled persons are 70% respectively of the rates payable to adult workers of the appropriate category.

- (b) The Contractor shall notwithstanding the provision of any contract to the contrary cause to be paid in fair wages to the labourers directly engaged on the works including any labour engaged by the subcontractor in connection with the said work, as if the labourer had been immediately employed by him.

- (c) Display of notices regarding wages etc.,

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

- (d) Wages book and wage slips.  
The contractor shall maintain:

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

- i) Rate of daily or monthly wages,
- ii) Nature of work on which employed,
- iii) Total No. of days worked during each wage period.
- iv) Total amount payable for the work during each wage period.
- v) All deductions made from the wages with an indication in each case of the ground for which the deductions are made.
- vi) Wages actually paid for each wages period.

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

- (e) Preservation of books and slips  
The wage book and the wage slips shall be preserved for a period of not less than 12 months after the date of last entry made in it.
- (f) Inspection of books and slips

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

(g) Powers of the Employer to make investigation/enquiries.

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

The Employer shall have the right to deduct from the money due to the contractor any sum required or estimated to be required for making good the loss suffered by a worker or workers by reason of non-payment of aforesaid fair wages, except on account of any deductions that may be permissible under any law for the time being in force.

(h) Representation of parties

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

(i) An officer of registered trade Unions of which he is a member.

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

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

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

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

9.5 Workmen compensation

The contractor shall indemnify the Employer in the event of the Trustees being held liable to pay compensation for injury to any of the contractor's servants or workmen under the Indian Workmen's Compensation Act 1923 as amended from time to time and shall take out an insurance Policy covering

all risks under the Act and shall keep the same renewed from time to time as necessary for the duration of the contract and produce the same to the Employer on demand whenever so required.

## **10 Settlement of Disputes *(Modified as per SCC of Section – VII)***

- 10.1 The Employer and the Contractor shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with Contract.
- 10.2 If, after twenty –eight (28) days the parties have failed to resolve their disputes or differences by such mutual consultation, then either the Employer or the Contractor may give notice to the other party of its intention to commence arbitration, as hereinafter provided as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given. Any dispute or difference in respect of which a notice of intention to commence arbitration has been given in accordance with this Clause shall be finally settled by arbitration. Arbitration may be commenced prior to or after delivery of the Goods under the Contract. Arbitration proceeding shall be conducted in accordance with the rules procedure specified in the SCC.
- 10.3 Notwithstanding any reference to arbitration herein.
- (a) the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree; and
  - (b) The Employer shall pay the Contractor any amount due the contractor.

## **11 Scope of Supply**

- 11.1 The goods and Related Services to be supplied shall be as specified in the Schedule of Requirements.

## **12 Delivery and Documents**

- 12.1 Subject to GCC sub-clause 32.1 the Delivery of the Goods and Completion of Related Services shall be in accordance with the Delivery and Completion schedule specified in the schedule of Requirements. The details of shipping and other documents to be furnished by the Contractor are specified in the SCC to the address specified in accordance with GCC clause 8.1. The Goods and related services shall be delivered to the Project site in accordance with ITT clause 14.6.

## **13. Contractor's Responsibilities.**

- 13.1 The contractor shall supply all the Goods and Related Services included in the Scope of Supply in accordance with GCC Clause 11, and the Delivery and Completion Schedule as per GCC Clause 12.

13.2 Phasing of work:

The contractor will be required to furnish a phased program of the work as to how he intends to complete the work to the Employer immediately on receipt of the work order and to proceed with the preliminary preparations. The contractor shall indicate separate definite times for completion of various parts of the work. He will be required to adhere to such program so as to complete the entire work within the stipulated completion period. Within fifteen days from the receipt of acceptance of offer letter, the successful tenderer/contractor shall submit a detailed computerized squared network chart (PERT/CPM Chart) with month wise milestone indicating clearly the physical and financial progress of the work free of cost to the Employer. The Employer will monitor the progress of work in accordance with the chart so submitted. Should there be any sort of delay attributed to any reason whether on part of the Employer or on the Contractor, the Contractor shall make available a revised squared Network Chart PERT/CPM with original actual scheduled dates and fresh revised dates separately for each milestone as and when requested by the Employer, free of cost. This arrangement will continue till the deliveries, erection and commissioning are enacted and the contract work completed. The PERT/CPM chart should be computerized and easily reproducible/modified. The soft copy of the PERT/CPM network should also be made available to the Employer free of cost along with the prints of the chart.

**14. Contract Price.**

- 14.1 Prices charged by the Contractor for the Goods supplied and the Related Services performed under the Contract shall not vary from the price quoted by the Contractor in its Tender, with the exception of any price adjustments authorized in the SCC. (Modified as per SCC as per Sec-VII)
- 14.2 Variation in the rates of other materials and labour will not be entertained. (Modified as per SCC as per Sec-VII)

**15. Terms of Payment**

- 15.1 The Contract Price shall be paid as specified in the SCC.



- 15.2 The contractor's request for payment shall be made to the Employer in writing, accompanied by invoices describing, as appropriate, the goods delivered and Related Services performed and by the documents submitted pursuant to GCC Clause 12 and upon fulfillment of all other obligations stipulated in the Contract.
- 15.3 Payment shall be made promptly by the Employer, but in no case later than Twenty Eight (28) days after submission of an invoice and other relevant documents/certificates and on request for payment by the contractor and after the Employer has accepted it.
- 15.4 The currencies in which payments shall be made to the Contractor under this Contract shall be those in which the Tender price is expressed. The Tenderer shall indicate in the Tender any foreign exchange commitment involved in his offer. Any cost towards transfer of contractual payment to be made by DEENDAYAL PORT AUTHORITY to the Contractor will be borne by the Contractor.
- 15.5 The contractor shall note that no interest be payable by the Employer on Retention Money or for any Delayed Payments unless otherwise stipulated in SCC.
- 15.6 According to the provisions of the income Tax Act, as amended by Section 28 of Finance bill, 1972, an amount equal to 2% of the sum payable and surcharge 10% thereon or any rate as applicable as per tax laws as on the date of payment, under the contract will be deducted from each bill as Income Tax on income comprised therein or at the time of payment thereon in cash or by issue of cheque or demand draft or by any other mode, whichever is earlier. For the purpose of this deduction gross amount of the bill after deduction only amount of rebate for prompt payment, if any, will be taken into account. The amount on which the tax is to be deducted will be rounded off to the nearest multiple of ten rupees and any paise included in the amount will be ignored and if the last figure in the amount is less than five rupees it will be reduced to next lower amount which will be multiple of ten. But if the last figure in the amount is five rupees or more the amount will be multiple of ten. The amount of tax will be rounded off to the nearest rupees and fifty paise will be ignored. Any stipulation by the tenderer that income tax so deductible from the bill should be borne by the Employer will result in the summary rejection of his tender.
- 15.7 Further an amount equal to 2% of the income tax and surcharge thereon will be deducted towards education cess from each bill. These percentages towards TDS are subjected to change as per the Policies of Government India. The actual percentage shall be used at the time of payment of contractor's bill.

- 15.8 No payment of any bills or any advance will be made till the stamped Acceptance Letter/the Contract Agreement is executed and the PERT/CPM chart indicating various activities, events, months wise milestones, scheduled contractual completion periods for each activity is furnished.
- 15.9 If applicable, The Gujarat Value added Tax, TDS shall be deducted @ 0.60% or 2% as per applicability of contract on the total gross work order amount of Rs.1 (One) Crore or above. No Labour Charges or other charges can be deducted from the contract bills and TDS is to be deducted on the gross contract bill amount. Due to increase /excess of amount arises subsequently and total amount becomes more than Rs.1 Crore than the VAT shall be deducted on the entire total amount of works TDS shall be recovered on full amount. **(Deleted)**

## **16. Taxes and Duties.**

- 16.1 For goods manufactured outside India, the contractor shall be entirely responsible for all taxes, stamp, duties license fees and other such levies imposed outside India.
- 16.2 For goods Manufactured within India, the Contractor shall be entirely responsible for all taxes, duties, license, fees etc., incurred until delivery of the contracted Goods to the Employer at project site.
- 16.3 If any tax exemptions, reductions, allowances or privileges may be available to the Contractor in India, the Employer shall use its best effort to enable the contractor to benefit from any such tax savings to the maximum allowable extent but not mandatory on the part of Employer and as specified in SCC. If any tax exemptions, reductions, allowances or privileges may be available to the Contractor in India, the Employer shall have a claim on such exemptions. The Contractor shall quote his price by considering all such exemptions.
- 16.4 The final rates required to be quoted by the Tenderer against each item should exclude all taxes (GST) and custom duty or any other such Duty or tax which is payable by the Tenderer. GST shall be shown separately in the column spaces provided. In case of Tenderer who do not show the amount of GST separately as required under the Tender it will be the liability of the Tenderer to pay the tax or amount which may become payable due to this Contract unless stipulated otherwise. This amount shall be recovered from the Contractor and if they fail to pay the same the Employer shall have the right to recover the same from the Contractor's bill and/or deposit.

### **16.5 GST:**

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

**17. Performance Guarantee. *(Modified as per SCC of Section - VII)***

- 17.1 As specified in the SCC, the Contractor shall within twenty-eight (28) days of the notification of contract award, provide a Performance Guarantee for the performance of the Contract in the amount specified in the SCC.
- 17.2 The proceeds of the Performance Guarantee shall be payable to the Employer as compensation for any loss resulting from the Contractor's failure to complete its obligations under the Contract.
- 17.3 As specified in the SCC, the Performance Guarantee if required, shall be denominated in the Currency(ies) of the Contract, or in a freely convertible currency acceptable to the Employer and shall be in one of the format stipulated by the Employer; in the SCC or in another format acceptable to the Employer.
- 17.4 The Performance Security shall be discharged by the Employer and returned to the contractor not later than Fourteen (14) days following the date of Completion of the Contractor's Performance obligations under the Contract, including any guarantee obligations, unless specified otherwise in the SCC.

**18. Copyright.**

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

**19. Confidential Information**

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

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

- 19.2 The Employer shall not use such documents data and other information received from the Contractor for any purpose unrelated to the contract. Similarly, the Contractor shall not use such documents, data, and other information received from the Employer for any purpose other than the performance of the Contract.
- 19.3 The obligation of a party under GCC Sub-Clause 19.1 and 19.2 above, however, shall not apply to information that:
- (a) Now or hereafter enters the public domain through no fault of that party;
  - (b) Can be proven to have been possessed by that party at the time of disclosure and which was not previously obtained, directly or indirectly from the other party; or
  - (c) Otherwise lawfully becomes available to that party from a third party that has no obligation of confidentiality
- 19.4 The above provisions of GCC Clause 19 shall not in any way modify any undertaking of confidentiality given by either of the parties hereto prior to the date of the Contract in respect of the Supply or any part thereof.
- 19.5 The provision of GCC Clause 19 shall survive completion or termination, for whatever reason, of the contract.

## **20. Subcontracting (-Not Applicable-)**

- 20.1 The Contractor shall notify the Employer in writing of all subcontracts awarded under the Contract if not already specified in the Tender. Such notification, in the original Tender or later shall not relieve the Contractor from any of its obligation, duties, responsibilities or liabilities under the Contract.
- 20.2 Subcontracts shall comply with the provisions of GCC Clauses 3, 7 and 19.

## **21. Specifications and Standards**

## 21.1 Technical specifications and Drawings.

- (a) The Goods and Related Services supplied under this Contract shall conform to the technical specifications and standards mentioned in Section V, Schedule of Requirement and when no applicable standard is mentioned, the standard shall be equivalent or superior to the official standard whose application is appropriate to the Goods country of origin.
- (b) The contractor shall be entitled to disclaim responsibility for any design, data, drawing, specification or other documents or any modification thereof provided or designed by or on behalf of the Employer, by giving a notice of such disclaimer to the Employer.
- (c) Wherever references are made in the Contract to codes and standards in accordance with which it shall be executed, the edition or the revised version of such codes and standards shall be those specified in the Schedule of Requirements. During Contract execution, any changes in any such codes and standards shall be applied only after approval by the Employer and shall be treated in accordance with GCC Clause 32.

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

Explanation: the work “all expenses thereby incurred” shall include minimum charge of seven and a half (7 ½) percent in all cases of default which may be raised to a maximum of 15% in special cases at the discretion of the Engineer.

21.3 If during the progress of the work, the Employer and/or the Engineer shall decide and notify in writing to the Contractor that Contractor has executed any unsound or imperfect work, or has supplied anything inferior in quality to that specified, the deficiencies shall at his own expenses, within seven days of his receiving the notice or otherwise within such time as may be

reasonably necessary for making it good, proceed to alter, reconstruct or remove such work or supply fresh materials up to the standard of the specifications.

- 21.4 The specifications and drawings are to be considered as explanatory to each other and should anything appear in the one that is not described in the other no advantage shall be taken of any such omission. Should any discrepancies or inconsistencies, however, appear or should any misunderstanding arise as to the meaning and import of these specifications or drawings or as to the dimensions or the quality of the materials or due to proper execution of the work as to the measurements or quality and valuation of the works executed under this contract or as extras thereupon the same shall be explained by the Employer and/or his representative whose explanation shall be final and binding upon the Contractor/Contractors who shall execute the work according to such explanations and also to liaise with the inspecting agency at the manufacturing site and point of delivery site and without extra charge or deduction to or from the price specified in price schedule and shall also do all such works and things as may be necessary for the proper completion of works as implied by the specifications and drawings even though such works and things are not specifically shown and described therein. The Tenderer should visit the site and make themselves thoroughly acquainted with the nature and requirement of work before finalizing the design and detailed Engineering.

## **22. Packing and Documents.**

- 22.1 The Contractor shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the Contract. During transit, the packing shall be sufficient to withstand, without limitations, rough handling and exposure to extreme temperature, salt and precipitation, and open storage. Packing case size and weight shall take into consideration, where appropriate, the remoteness of the goods final destination and the absence of heavy handling facilities at all points in transit.
- 22.2 The packing, marking and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, If any, specified in the SCC, and in any other instructions ordered by the Employer.
- 22.3 All works required by the Employer and/or the Engineer to be packed or protected for transportation to India, shall be securely placed and protected by the contractor, Packing cases shall be of a size convenient for shipment and cases containing easily damageable article shall be bind as specified. The

contractor will be held responsible for the inefficiency of the packing and protections.

- (a) The cases, crates and packages shall be permanently branded, not painted with the shipping marks. The markings shall be carried out with a view to the mark remaining un-obliterated when the consignment reaches destination but as a further precaution, a reproduction, of the shipping marks shall be placed inside each case, crate and packages.
- (b) Packages or bundles which cannot be permanently branded shall have metal label, with the above particulars stamped or attached to them by strong wire.

## **23. Insurance (Modified as per SCC of Section – VII)**

- 23.1 Unless otherwise specified in the SCC, the goods supplied under the contract shall be insured fully against loss or damage incidental to manufacture or acquisition, transportation, storage, and delivery, in accordance with the applicable incoterms or in the manner specified in the SCC.
- 23.2 The contractor shall insure with the General Insurance Corporation of India or any other Insurance Company approved by IRDA or its branches in appropriate foreign currency, if any, subject to the conditions that the premium will be payable to the Corporation in Rupees, such materials, tools, plants and things ordered from the work till they are delivered at site and then those for the works may for the time being on site and shall keep them insured in his own name and that of the Employer against destruction or damage by accident, fire, flood and tempests for the full value of such materials, plants, and things until the same to be taken over by the Employer under GCC Clause 25 and he shall from time to time, when so, required by the Employer produce the policy and receipt for the premium. All money received under any such policies shall be applied in or towards the reconstruction or preparation of the materials, plant and things destroyed or damaged, but this provision shall not affect the contractor's liabilities under contract.

## **24. Transportation**

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

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

**25. Inspections, Tests, Taking over and Commissioning.**

- 25.1 The contractor shall, its own expenses and at no cost to the Employer carry out all such tests and /or inspections of the Goods and Related services as are specified in the SCC.
- 25.2 The inspection and tests may be conducted on the premises of the Contractor or its Subcontractor, at point of delivery, and/or at the Goods final destination, or in another place in India as specified in the SCC. Subject to GCC Sub-Clause 25.3, if conducted on the premises of the Contractor or its subcontractor all reasonable facilities and assistance including access to drawings and production data shall be furnished to the inspectors at no charge to the Employer.
- 25.3 The Employer or its designated representative shall be entitled to attend the tests and/or inspections referred to in GCC Sub Clause 25.2, provided that the Employer bear all of its own costs and expenses incurred in connection with such attendance including, but not limited, to all traveling and board and lodging expenses or otherwise specified in SCC.
- 25.4 Whenever the Contractor is ready to carry out any such test and inspection, it shall give a reasonable advance notice, including the place and time, to the Employer. The contractor shall obtain from any relevant third party or Manufacturer any necessary permission or consent to enable the Employer or its designated representative to attend the test and/or inspection.
- 25.5 The Employer may require the Contractor to carry out any test and/or inspection not required by the Contract but deemed necessary to verify that the characteristics and performance of the Goods comply with the technical specifications codes and standards under the Contract, provided that the Contractor's reasonable costs and expenses incurred in the carrying out of such test and/or inspection shall be added to the Contract Price. Further, if such test and/or inspection impede the progress of manufacturing and /or the Contractor's performance of its other obligations under the Contract, due allowance will be made in respect of the Delivery Dates and Completion Dates and the other obligations so affected unless otherwise specified in SCC.
- 25.6 The Contractor shall provide the Employer with a report of the results of any such test and/or inspection.



- 25.7 The Employer may reject any goods or any part thereof that fail to pass any test and/or inspection or do not conform to the specifications. The contractor shall either rectify or replace such rejected Goods or parts thereof or make alterations necessary to meet the specifications at no cost to the Employer and shall repeat the test and/or inspection, at no cost to the Employer upon giving a notice pursuant to GCC sub-clause 25.4.
- 25.8 The Contractor agrees that neither the execution of a test and/or inspection of the goods or any part thereof nor the attendance by the Employer or its representative, nor the issue of any report pursuant to GCC sub-clause 25.6 shall release the Contractor from any warranties or other obligations under the Contract.
- 25.9 The Contractor /Contractors shall furnish at his/their own cost electrical instruments, tools, measuring tapes and other implements and labour required for the proper setting out of the work and shall set out and be entirely responsible for such setting out. He / They may have obtained the lines and lay outs from the Employer or his representatives and shall at once alter or amend any mistake or deficiencies in such setting out being ordered to do so by the Employer and / or his representatives. The contractor / contractors shall provide all men, materials, appliances and things which the Employer or his representative may require for measuring or inspecting the work.
- 25.10 The supply, delivery and installation of the items at site shall be deemed to have been accepted by the Employer when the same shall have been stored and erected on site and the employer shall have certified in writing that it has fulfilled the contract conditions and such certificates shall not be unreasonably withheld, or shall the Employer delay the issuing of such certificates on account of minor omissions, or defects, which do not affect the commercial use, without any serious risk, of the supplies, provided always that the contractor undertake to make the good such omissions and defects at the earliest possible moment.
- 25.11 In the event of the equipment put into commercial use before the actual commissioning / completion of work as per the Contract, the Contractor shall be eligible for substantial completion. However, a pre-defined period (say 2 months) shall be granted to the contractor to complete the balance minor works as per the list of pending works as on the date of substantial completion. If the contractor completes all the works within the predefined period, the date of taking over shall be the date of substantial completion. Otherwise date of taking over shall be date of completion of all works.
- 25.12 All materials, plant and other things, the supply of which form the part of the Contract work shall on delivery at project site become the property of

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

- 25.13 The Goods, whether installed or not, shall immediately, in consideration of payment of the first installment of the Contract Price to the Contractor by the Employer; provided always that the Contractor shall have a particular possessory lien on the Goods, to the extent the value thereof exceeds the total value of the Installment Payments made by the Employer to the Contractor.
- 25.14 Notwithstanding the above provision., the Contractor shall be responsible for all damages to and loss of all aforesaid items furnished by the Contractor and any item furnished to the Contractor by the Employer to enable the Contractor to complete the Installation and for all temporary structures facilities and for all parts of the Installation completed or in progress until the certificate of final taking over has been issued in accordance with the GCC clause 25.10 and 25.11.
- 25.15 If the Contractor neglects to make the tests on completion within the time stipulated by the contractor, the Employer shall nevertheless have the right of using the installations at the Contractor's risk until the 'tests on completion' are successfully carried out.
- 25.16 All the Contract work until taken over by the Employer in accordance with the GCC clause no.25.10 and 25.11 shall stand at the risk of the Contractor who shall be responsible for and make good at his own cost all loss or damage caused by or due to fire, weather or any other cause whatsoever and the contractor shall hand over the contract work complete in every respect at the termination of the agreement.

- 25.17 Until the work shall be or be deemed to be taken over as provided in respective Clause, Employer in respect of all injury to any person or damage to any property of the Employer or of other occasioned by the negligence or default of the Contractor or his employees, or Subcontractor or of the Employer's employees, if any, working under the Contractor's supervision by defective design or work by the non-compliance by the contractor with the terms of this contract.
- 25.18 The contractor shall indemnify and save harmless the Employer against all actions, suits, demands, claims, costs or expenses arising in connection with injuries suffered by persons employed by the Contractor or his subcontractor's on the work including the Employer' employees, if any, working under the contractor's supervision. The contractor shall during the progress of contract work insure himself and Employer and keep himself and them insured with the Life Insurance Corporation of India or any other insurance company under IRDA or their branches against all liabilities in respect of such injuries to persons Employed as aforesaid and shall at all times when required by the Employer produce the policy for such insurance and the receipt for the last premium payable in respect thereof provided that his obligation to insure shall not apply if the Employer has made other proper and adequate provisions to meet all such liability.
- 25.19 In the event of any claim being made or action brought against the Employer including the Contractor and arising out of the matters referred to and in respect of which the contractor is liable under this clause, the Contractor shall be promptly notified thereof and he shall with the assistance if he so requires of the Employer but at the sole expense of the Contractor conduct all negotiations for the settlement of the same or any litigation that may arise there from. In such case the Employer shall at the expense of the contractor afford all available assistance for any such purpose.
- 25.20 All the works shall be carried out under direction and to the satisfaction of the Employer and/or his Representative but the Contractor shall be responsible for the correctness of the work according to the drawing, excepting such work as have been carried out by the Engineer and/or his representative.
- 25.21 On completion of the work and before handing over the system to DPA, Contractor has to supply six sets of completion drawings, assembled drawings of various components, technical literature, maintenance manuals, spare parts catalogue etc., along with soft copy of the same. PLC software of Automation, Auto-cad drawings (with licensed version) in form of DVD with Two (2) new latest version Laptops.

**26. Liquidated Damages/Late Delivery charges. (Modified as per SCC Sec-VII)**

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

**27. Guarantee (Modified as per SCC of Section-VII)**

- 27.1 The contractor shall give guarantee that all the Goods are new, unused and of the most recent or current models, and that they incorporate all recent improvements in design and materials, unless provided otherwise in the contract.
- 27.2 Subject to GCC sub-clause 21.1 (b), the Contractor further gives the guarantee that the goods shall be free from defects arising from any act or omission of the Contractor or arising from design, materials and workmanship under normal use in the conditions prevailing in INDIA.
- 27.3 Unless otherwise specified in the SCC, the guarantee shall remain valid for twenty four (24) months after the goods or any portion thereof as the case may be, have been taken over at the project site.
- 27.4 The Employer shall give notice to the Contractor stating the nature of any such defects together with all available evidence thereof, promptly following the discovery thereof. The Employer shall afford all reasonable opportunity for the Contractor to inspect such defects.
- 27.5 Upon receipt of such notice, the Contractor shall within the period specified in the SCC, expeditiously repair or replace the defective goods or parts thereof, at no cost to the Employer.
- 27.6 If having been notified, the Contractor fails to remedy the defects within the period specified in the SCC; the Employer may proceed to take within a reasonable period such remedial action as may be necessary at the

Contractor's risk and expenses and without prejudice to any other rights which the Employer may have against the Contractor under the Contract.

- 27.7 The guarantee period will be effective for a period of twenty four (24) months and it will be in force from the date of final acceptance of the items of work completed under the Contract by the Employer, and the Contractor shall be responsible for any defects that may develop under proper use arising from faulty materials, designs, workmanship in the work but not otherwise and shall at his own cost remedy such defects when called upon to do so by the Engineer who shall state in writing in what respect any portion is faulty.

If it becomes necessary for the Contractor to replace or renew any defective portions of the Supply of the items under this clause, the provisions of this clause shall apply to the portions of the Supply so replaced or renewed until the expiry of six months from the date of such replacement or renewal or until the above mentioned period of 24 months, whichever may be later. If any defects are not remedied within a reasonable time, the Employer may proceed to do the work at the Contractors risk and expenses but without prejudice to any other rights which the Employer may have against the contractor in respect of such defects.

If the replacement or renewal are of such a character as may affect the efficiency of the item Supplied, the Employer and/or the Engineer shall have the right to give to the Contractor within one month of such replacement or renewal notice in writing the 'Test on Completion' be made in which case test shall be carried out as provided in accordance with GCC Clause 25.15 thereof. Should such guarantee not be sustained the cost of the test shall be borne by the Contractor.

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

The Guarantee period also includes the breakdown maintenance & preventive maintenance to be carried out by the contractor as per the schedule of maintenance of the manufacturer, which is inclusive of spare parts & consumable required for maintenance at his cost.

## **28. Patent Indemnity.**

- 28.1 The Contractor shall, subject to the Employer's compliance with GCC Sub-clause 28.2 indemnify and hold harmless the Employer and its Employees and officers from and against any and all suits, actions or administrative

proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses which the Employer may suffer as a result of any infringement or alleged infringement of any patent utility model, registered design, trademark, copyright or other intellectual property right registered or otherwise existing at the date of the Contract by reason of:

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

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

- 28.2 If any proceedings are brought or any claim is made against the Employer arising out of the matter referred to in GCC sub-clause 28.1, the Employer shall promptly give the Contractor a notice thereof, and the Contractor may at its own expenses and in the Employer's name conduct such proceedings or claim and any negotiations for the settlement of any such proceedings or claim.
- 28.3 If the Contractor fails to notify the Employer within twenty-eight (28) days after receipt of such notice that it intends to conduct any such proceeding or claim, then the Employer shall be free to conduct the same on its own behalf.
- 28.4 The Employer shall at the Contractor's request afford all available assistance to the Contractor in conducting such proceeding or claim and shall be reimbursed by the Contractor for all reasonable expenses incurred in so doing.

## **29. Limitation of Liability.**

- 29.1 Except in cases of criminal negligence or willful misconduct.
  - (a) the Contractor shall not be liable to the Employer whether in Contract, transport or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the Contractor to pay liquidated damages to the Employer and,

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

### **30. Change in Laws and Regulations.**

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

### **31. Force Majeure.**

- 31.1 In the event that the Contractor is delayed in performing its obligations in the contract, and such delay is caused by force majeure including war, civil resurrection, strikes (other than the strike solely by the Contractor's men), fire, flood, epidemics, earthquakes, extremely adverse climatic conditions, such delay may be excused and the period of such delay may be added to the time of performance of the obligations without any addition to the contract price.
- 31.2 If a force majeure situation arises, the Contractor shall promptly notify the Board in writing of such condition and the cause thereof, **but not later than 7 days from its occurrence**. Unless otherwise directed by the Board in writing, the Contractor shall continue to perform its obligations under the contract as far as reasonably practicable. The Contractor shall demonstrate to the Board's satisfaction that it has used its best endeavor to avoid or overcome such causes of delay and the parties will mutually agree upon remedies to mitigate or overcome such causes of delay without having any right to any claim on account of such force majeure.

- 31.3 In any other situation, which is beyond the reasonable control of the Contractor in the opinion of the Engineer In-charge, and where the Contractor has promptly notified the Board in writing about such situation, it may be considered as "Force Majeure" situation.

## **32. Change orders and Contract Amendments**

- 32.1 The Employer may at any time, order the Contractor through notice in accordance GCC clause 8, to make changes within the general scope of the Contract in any one or more of the following:
- (a) drawings, design or specification, where Goods to be furnished under the Contract are to be specifically Manufactured for the Employer.
  - (b) the method of shipment or packing.
  - (c) the place of delivery; and
  - (d) the related services to be provided by the Contractor.
- 32.2 If any such change causes an increase or decrease in the cost of, or the time required for, the Contractor's performance of any provision under the Contract, an equitable adjustment shall be made in the Contract Price or in the Delivery/Completion Schedule or both, and the Contract shall accordingly be amended. Any claims by the Contractor for adjustment under this clause must be asserted within twenty-eight (28) days from the date of the Contractor's receipt of the Employer change order.
- 32.3 Prices to be charged by the Contractor for any Related Services that might be needed but which were not included in the Contract shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the Contractor for similar services.
- 32.4 Subject to the above, no variation in or modification of terms of the Contract shall be made except by written amendment signed by the parties.
- (a) No extra shall be allowed for unless ordered as such in writing by the EMPLOYER and such extras will be paid for at rates No extras shall be allowed for unless ordered as such and prices to be agreed upon mutually and upon the certification by the Employer or his representative.
  - (b) Any extra expenses in addition to the amount specified in the Price Schedule which may be incurred by the Employer in the performance of the work required owing to the neglect or omission on the part of the Contractor/Contractors his/their workmen in any of the cases mentioned in this Contract shall be deducted from any sums due of which may therefore, become due to the Contractor/Contractor's by



the Employer or he/they may be called upon to pay the amount of such extra expenses to such person or persons as the Employer may appoint to receive the same and in the event of the Contractor/Contractor's failing to make such payment the said amount shall be recoverable from him/them in such manner as the Employer may determine.

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

### **33. Extensions of Time (Modified as per SCC of Section – VII)**

- 33.1 If at any time during performance of the Contract, the Contractor or its Subcontractors should encounter conditions impeding timely delivery of the goods or completion of Related Services pursuant to GCC Clause 12, the Contractor shall promptly notify the Employer in writing of the delay, its likely duration, and its cause. As soon as practicable after receipt of the Contractors notice the Employer shall evaluate the situation and may at its discretion extend the Contractor's time for performance, in which case the extension shall be ratified by the parties by amendment of the Contract.
- 33.2 Except in case of Force Majeure, as provided under GCC clause 31, a delay by the Contractor in the performance of its Delivery and Completion obligation shall render the Contractor liable to the imposition of liquidated damages pursuant to GCC clause 26, unless an extension of time is agreed upon, pursuant to GCC sub-clause 33.1

### **34. Termination**

- (a) The Employer, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Contractor, may terminate the Contract in whole or in part:
- (i) if the Contractor fails to deliver any or all of the goods within the period specified in the Contract, or within any extension thereof granted by the Employer pursuant to GCC Clause 33,

- (ii) if the Contractor fails to perform any other obligation under the Contract; or
- (iii) if the Contractor, in the judgment of the Employer has engaged in fraud and corruption, as defined in GCC Clause 3, in competing for or in executing the Contract.
- (b) In the event the Employer terminates the Contract in whole or in part, pursuant to GCC Clause 34.1(a), the Employer may procure, upon such terms and in such manner as it deems appropriate, Goods or Related Services similar to those undelivered or not performed, and the Contractor shall be liable to the Employer for any addition costs for such similar Goods or Related Services. However, the Contractor shall continue performance of the Contract to the extent not terminated.

#### 34.2 Termination for Insolvency

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

#### 34.3 Termination for Convenience.

- (a) The Employer by notice sent to the Contractor, may terminate the Contract, in whole or in part at any time for its convenience. The notice of termination shall specify that the termination is for Employer's convenience, the extent to which performance of the Contractor under the Contract is terminated and the date upon which such termination becomes effective.
- (b) The Goods that are complete and ready for shipment within twenty-eight (28) days after the Contractor's receipt of notice of termination shall be accepted by the Employer at the Contract terms and prices. For the remaining Goods, the Employer may elect:
  - (i) to have any portion completed and delivered at the Contract terms and prices; and/or
  - (ii) to cancel the remainder and pay to the Contractor an agreed amount for partially completed Goods and Related Services and for materials and parts previously procured by the Contractor.

#### 34.4 Liquidation and Re-entry:

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

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

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

### **35. Assignment**

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

### **36. Export Restriction**

- 36.1 Notwithstanding any obligation under the Contract to complete all export formalities, any export restriction attributed to the Employer, to the Country of the Employer, or to the use of the products/goods, systems or services to be supplied which arise from trade regulations from a Country supplying those products/goods, systems or services and which substantially impede the Contractor from meeting its obligations under the Contract, shall release the Contractor from the obligation to provide deliveries or services, always provided, however, that the Contractor can demonstrate to the satisfaction of the Employer that it has completed all formalities in a timely manner, including applying for permits, authorization and licenses necessary for the export of the products/goods, systems or services under the terms of the Contract. Termination of the contract on this basis shall be for the Employer's convenience pursuant to sub-clause 34.3. **(NOT APPLICABLE)**

### **37. Site activities**

- 37.1 The Contractor/contractor's shall give the customs, state government, municipal, petroleum road, railway, and all other authorities all notices etc., that may be required by law and obtain all requisite licenses for temporary obstruction, transportation, loading and unloading activities, enclosures and for any other purposes whatsoever and pay all fees, taxes, duties and charges which may be leviable on account of his/their own operations in executing the contract. He/they shall make good any damage to adjoining property whether public or private and apply and maintain any flags, horns, sirens, light etc., in whatever manner required in day/or at night or for the purposes of warning/indication of work in progress or of imminent danger etc. He shall be allowed rent free the use of such grounds for the construction period as is available on the site of works as in the opinion of the Employer may be absolutely necessary and on the completion of work or termination of this contract he shall vacate the premises and remove all surplus material.
- 37.2 The Employer shall indicate the storage space at site, for storing the material but the contractor shall satisfy himself as to the suitability of such sites and protection and such provision shall not release the contractor from liability to make good any lose or damage which may hamper such work until the same shall have been taken over.

- 37.3 Suitable access and possession of the site will be afforded to the Contractor by the Employer in reasonable time. In the execution of the work, no person other than the Contractor or his duly appointed representatives, sub-contractor and workmen will be allowed to do work at site except by the special permission in writing of the Employer and/or his representative.
- 37.4 The Contractor shall comply with all precautions as per International labour organization (I.L.O) Convention (No.62) as far as they are applicable to this contract.
- 37.5 The Contractor/Contractor's shall on completion of the work when directed by the Employer remove all plants, tools, materials, and rubbish which may have been used or may have accumulated during the progress of the work, other than those permanently taken into the works of all such rubbish or surplus materials or plants which the Employer may require the Contractor/Contractors to remove by the Contractor or his Sub-Contractors, within twenty four (24) hours after receipt of written notice from the Employer requiring him/them to remove the same and in default of compliance with such notice the Employer may forthwith remove all such rubbish or surplus materials or plant at the risk and cost of the Contractor/Contractor's.
- 37.6 The Contractor will be allowed to tap/use electric power to the extent of as specified in SCC, if electric Supply from the Employer's network is available at work site, subject to the contractor's complying with the rules and regulations of temporary load and safety precaution laid down by the Employer from time to time. Use of power is restricted to single phase for electrical drilling machine, temporary lighting and testing of the lighting installation etc. For any other requirements, the contractor shall request the Employer. Upon suitability, the Employer shall provide the same at cost to the Contractor.
- 37.7 No work shall be carried out between sunset and 06.00 a.m and on Sunday or Employer's holidays except with the previous sanction in writing from the Employer, granting to which will be entirely at his discretion and cannot be claimed by the contractor/contractors as matter of right and the refusal to grant such permission will not be accepted as a ground of excuse for not completing the work within the period hereinafter mentioned.
- 37.8 Living accommodation may be made available for the Contractor's staff and labour on the request on chargeable basis subject to availability. The Contractor/Contractor's shall at his/their own expense provide the necessary transport to and from the site of the work and accommodation for his/their employees, the intention being that the sum named in the

tender shall be inclusive of all expenses whatsoever in connection with the Contractor/Contractor's staff and labour force.

- 37.9 Notwithstanding that all reasonable and proper precautions may have been taken by the Contractor/Contractors at all times during the progress of the work, the Contractor/Contractors shall nevertheless be wholly responsible for all damages, whether to the works themselves or to any other Employer's property or to the lives or persons or property of others during the progress of the works and period of maintenance.
- 37.10 The Contractor/Contractor's shall at his/their own cost provide all labour and materials, haulage, stores, consumables, templates, staging, scaffolding, tarpaulins and all plants and tools whatsoever required to carry out and complete the work to the satisfaction of the Engineer in charge.

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

The contractor must make his own arrangement for obtaining all the materials required for completing the work. The rates to be entered for the items in the Price Schedule should be inclusive of Supply, manufacture and assembly, testing, completion and delivery, storage at site, installation of new equipment and commissioning of all the works. The contractor / contractors shall make his/their own arrangements to obtain from the authorities concerned the petrol, oils, spare parts etc. required by him for the efficient and regular operation of the transport used by him/them to carry out and complete the work comprised in the contract, without delay whatsoever. The Employer will only issue a certificate if required to the contractor to enable him to request the concerned authorities, to provide all assistance within the law to him/them under this contract. The non-supply of these materials by the authorities will not be taken as an excuse for not completing the contract within the stipulated period.

- 37.11 The contractor shall employ at least one qualified, experienced and competent representative whose name or names shall have previously been communicated in writing to the Employer and/or his representative by the contractor to supervise the delivery, unloading and storage and carrying out the work and also to liaise with the inspecting agency at the manufacturing site and point of delivery site. The said representative shall be present at site during working hours and any written orders or instructions which the Employer and/or his representatives by the contractor to supervise the delivery, unloading and storage and carrying out the work and also to liaise with the inspecting agency at the manufacturing site and point of delivery site. The said representative shall

be present at site during working hours and any written orders or instruction which the Employer and / or his representative may give to the said representative of the contractor shall be deemed to have been given to the contractor the said representative or representatives shall arrive at site on a date to be arranged by the Employer and/or his representative. Further all the correspondence pertaining to technical, financial, legal and the other matters shall be addressed to him.

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

#### 37.12 Employment of Labour:

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

#### 37.13 Protective Personal Gears such as Helmet, Face shield, Footwear, Gloves etc:

The contractor/contractors shall, at his/their own expenses provide footwear and gloves for all labour employed on gas cutting, welding work etc., to the satisfaction of the Employer or his representative and on his/their failure to do so, the Employer shall be entitled to provide the same and recover the cost thereof from the contractor/contractors.

#### **Safety provision:**

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

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

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

The rates quoted by the contractor in the price schedule shall be deemed to include expenses whatsoever that the contractor may be required to incur for compliance with the provision of the above Act.

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

The contractor shall make his own arrangement for the engagement of all labour.



The contractor shall also comply fully with the provision of the payment of wages act, 1936.

If any enhancement in the rates of wages become payable as a result of the implementation of the Chief labour commissioner's interpretation of the contract labour (Regulation and Abolitions) central Rules, 1971 including an increase of the wages, the same shall be borne by the contractor/contractor's.

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

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

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

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

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

**Disorderly conduct, etc.:** The contractor shall at all time take all reasonable precautions to prevent any unlawful riotous or disorderly conduct by or among his employees, officers or agents and for the preservation of peace and protection of person and property in the neighborhood of the works against the same.

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

The contractor may use water from the nearest Employer's tap or hydrant dependent on the availability as directed by the Engineers. However, contractor shall make all necessary arrangement up to satisfaction of

Employer and water may be provided on chargeable basis at prevailing rates to contractor, if available.

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

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

#### 37.16 Safety of Existing Underground Services

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

### 38. Employer's Decision

The whole of the work under this contract shall be carried out under the direction of the Employer and his decision upon all questions relating to the details of system the meaning of the drawings, Specifications, Price Schedule

and the methods of carrying out the work shall be final and any dispute arising under in connection with this contract or the carrying out thereof including any question as to construction and meaning of this contract or any clause therein shall be final and binding upon the contractor or his sub-contractors whether such decision shall have given by way of certificate or otherwise and whether it shall have been given during the progress of the work or after completion of the same.

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

- 39.1 The successful tenderer shall furnish information before the award of contract, whether he himself or any of his partner's, directors or employees had held class I post with the Employer within the period of last two years.
- 39.2 The Employer shall be at liberty to terminate the contract if the successful Tenderer himself or any of his Directors who having held class I post with the Employer. Prior to his retirement has failed to obtain Chairmen's specific permission to undertake as occupation or any outside employment before the expiry of two years from the date of his retirement, in accordance with the provision of class I employees, (Acceptance of Employment after retirement Regulations).

### **40. Licenses**

- 40.1 Import License, Permits, etc.

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

### **41. Integrity Pact**

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

Shri S K Sarkar, IAS (Retd.),  
B-104, Nayantara Aptt.,  
Plot 8 B, Sec 07, Dwarka,  
New Delhi - 110 075.

Shri Saurabh Chandra, IAS (Retd.)  
A-9, Sector 30,  
NOIDA (UP)  
UP- 201301

Mobile No. 98111 49324

E-mail: [sksarkar1979@gmail.com](mailto:sksarkar1979@gmail.com)

Mobile No. 9871322133

Email: [saurabh7678@yahoo.co.in](mailto:saurabh7678@yahoo.co.in)

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

**Signature & Seal  
of Contractor**

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

## SECTION VII

### Special Conditions of Contract

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

GCC 1.1(a) and 1.1 (q)	Representative of Employer: <b>Chief Mechanical Engineer or Engineer-In-Charge (EIC) appointed by Chief Mechanical Engineer for the work.</b> The Employer is: <b>Board of Authority of Port of “Deendayal Port Authority”</b>
GCC 1.1 (p)	The project site/final destination is: <b>Back up area of Berth-14, inside cargo jetty area, Deendayal Port Authority, New Kandla, (Kachchh –Gujarat) India</b> in pursuant to ITT clause 14.6 a(iii) and 14.6 b(ii).
GCC 2.1	<b>Order Acceptance:</b> The firm shall give unequivocal acceptance of the issued LOA within 7 days of receipt of the same. Work order will be issued indicating the Contract value, completion period etc. after submission of Performance Security Deposit and Contract Agreement on Non-Judicial Stamp Paper by the successful bidder as per Tender Conditions.
GCC 4.2 (a)	The meaning of the trade terms shall be as prescribed by the Incoterms in pursuant to ITT clause 14.5
GCC 4.2 (b)	The version edition of Inco-terms shall be: the Latest incoterms prevailing at the time of opening of e-tender.
GCC 8.1	For Notices, the Employer’s address shall be: Attention: <b>Superintending Engineer (M)</b> Deendayal Port Authority CME Liaison Office 1St Floor A.O Building Gandhidham – 370210, Kutch – Gujarat Phone No.: 02836-220636/ 270484 Mob. 7008451510/9377201085 Electronic mail address: mechprojects.dpt@gmail.com cmedpt@gmail.com
GCC 9.1	The Governing law shall be the law of Government of India or its constituents and all legal disputes shall be subjected to the jurisdiction of Local Court of Gandhidham/ High Court of Gujarat.
GCC 10	1 The Arbitration Award may be referred to a Conciliation Committees/ Councils comprising of independent subject

	<p>expert in order to ensure speedy disposal of the case, as per Conciliation Act.</p> <p>2 The award of the Conciliation Committee/ Council if agreed by both the sides may then be placed for consideration of the Board of Deendayal Port Authority of the Port subject to the delegation of power.</p> <p>3 Except where otherwise provided in the contract, all questions and disputes relating to the meaning of the specifications, designs, drawings and instructions herein before mentioned and as to the quality of workmanship or materials used on the work or as to any other question, claim, right, matter or any other thing whatsoever, in any way arising out of or relating to the contract, designs, drawings, specifications, estimates, instructions, orders, or to the conditions or otherwise concerning the work or regarding the execution or failure to execute the same whether arising during the progress of the work or after the completion thereof as described hereinafter shall be referred to the Chairman for sole arbitration by himself or by any officer appointed by him.</p> <p>4 It will be no objection to any such appointment that the arbitrator is an employee of the Board or the Government, that he had to deal with the matters to which the contract relates and that in the course of his duties as an employee of the Board of the Government, he had expressed views on all or any of the matters in dispute or of difference. The arbitrator, who has been dealing with the arbitration case, being transferred or vacating his office or in the event of his death or being unable to act for any reason, the Chairman then holding the office shall arbitrate himself or appoint any officer to act as arbitrator.</p> <p>5 It is also a term of this contract that no person other than the Chairman himself or any officer appointed by him shall act as arbitrator.</p> <p>6 It is a term of this contract that only such questions and disputes as were raised during the progress of other work till its completion and not thereafter shall be referred to arbitration. However, this would not apply to the questions and disputes relating to liabilities of the parties during the guarantee period after completion of the work.</p> <p>7 It is a term of the contract that the party invoking arbitration shall give a list of disputes with amount of claim in respect of each said disputes along with the notice seeking appointment of arbitrator.</p> <p>8 It is also a term of the contract that if the Contractor does</p>
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	<p>not make any demand for appointment of arbitrator in respect of any claims/disputes in writing, as aforesaid, within 120 days of receiving the intimation from the Engineer –in-charge that the final bill is ready for payment, the claim of the Contractor shall be deemed to have been waived and absolutely barred and the Port Authority shall be discharged and released of all liabilities under the contract in respect of these claims.</p> <p>9 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.</p> <p>10 The award of the arbitrator shall be final, conclusive and binding on all the parties to Contractor.</p> <p>11 The arbitrators from time to time, with the consent of both the parties, enlarge the time for making &amp; publishing the award.</p> <p>12 Arbitration shall be conducted in accordance with the provisions of Indian Arbitration Act, 1996 or any statutory modifications or 138e-enactment thereof and rules made there under and for the time being in force shall apply to the arbitration proceeding under this clause.</p> <p>13 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.</p> <p>14 It is also a term of a contract that the arbitration shall be deemed to have been entered on the reference on the date he issues the first notice to both the parties calling them to submit their statement of claims and counter statement of claims.</p> <p>15 Venue of the arbitration shall be such place as may be fixed by the arbitrator at his sole discretion. The fees, if any of the conciliation/ arbitrator(s) if required to be paid before the award of work in respect of dispute is made and published, shall be paid in half by each of the parties.</p>
GCC 12.1	<p>Details of shipping and other document to be furnished by the contractor are:</p> <p>Railway bill consignment note / a road consignment note, Insurance certificate, Manufacturer's or contractor's Guarantee/ warranty certificate, Third Party certificate, Contractor's factory shipping details, Invoice for goods</p>

	<p>supplied &amp; all related documents, any other document required in by the bank etc.</p> <p>The above documents shall be received by the Employer before arrival of the goods and if not received, the contractor will be responsible for any consequent expenses.</p>
GCC 14.1	<ol style="list-style-type: none"> <li>1. The rates quoted shall be inclusive of packing and forwarding, custom duties, transportation, insurance and all statutory levies excluding GST and shall remain firm &amp; final till satisfactory completion of entire work and taking over of the same by the Deendayal Port Authority as per terms and conditions of the contract.</li> <li>2. The rate quoted shall not be variable due to amendment of tax laws or on account fresh taxes, levies, duties by the Central / State Govt. or any local authority etc. except GST tax rate.</li> <li>3. The prices charged for the goods supplied and the related services performed shall not be adjustable on any account. Rates quoted shall be inclusive of all expenses, charges, insurance, transportation, duties, levies, taxes and all other incidental charges etc. (excluding GST). The bidder shall quote the rate of GST applicable. However, GST as applicable will be reimbursed by DPA on actual basis after ascertaining necessary compliance as per Goods &amp; Service Tax Act and subsequent amendment thereof. TDS under GST act is required to be deducted @ 2% (1% CGST, 1% SGST or 2% IGST) from payment/ credit given to contractor/ professional and others for work order on contract value exceeding Rs. 2,50,000/-. Contractor/ Service provider has to ensure timely and proper filing of GSTR 1, so that Deendayal Port Authority can avail input tax credit in timely manner. In case DPA is not allowed input tax credit due to failure on part of the Contractor/ Service provider/ supplier etc., it will be recovered from payment of the Contractor/ service provider/ supplier.</li> </ol>
GCC 14.2	<p>The maximum percentage by which quantities may be increased / decreased on account of additional scope shall be <math>\pm 20</math> % of overall effective contract cost subject to recommendation of PMC and/ or TPIA and approval of DPA.</p>
GCC 15.1	<p><b><u>Schedule of Payments:</u></b></p> <p>All payments shall be made in Indian rupees unless specifically mentioned.</p> <p><b><u>NOTE:</u></b></p> <p>The payment shall be made through RTGS /NEFT and the</p>



	<p>Contractor should be furnished following details:-</p> <p>Bank Payment Agreement Form</p> <ol style="list-style-type: none"> <li>Name of Party</li> <li>Account No.</li> <li>Branch Name</li> <li>Branch Station</li> <li>IFSC code of the bank</li> <li>MICR code</li> <li>Accepted for -            NEFT payment or RTGS payment</li> </ol> <p>Declaration by the party</p> <p>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.</p> <p style="text-align: right;">Signature of the party with the seal</p> <p>Declaration by the bank</p> <p>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.</p> <p style="text-align: right;">Signature of the bank manager with the seal.</p> <ol style="list-style-type: none"> <li>No Advance payment will be made.</li> <li>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.</li> <li>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.</li> <li>The contractor shall note that no interest be payable by the Employer for any Delayed Payments unless otherwise stipulated in tender.</li> <li>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</li> </ol>
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	<p>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”.</p> <p>f) Schedule of payments for Schedule –B (BOQ):</p> <p>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:</p> <ul style="list-style-type: none"> <li>i. <b>Engineering:</b> On submission and approval of all design documents, drawings, plan and all other documents, as required: <ul style="list-style-type: none"> <li>a) <b>On Submission:</b> 1% of the Accepted Contract Amount.</li> <li>b) <b>On Approval:</b> 1% of the Accepted Contract Amount.</li> </ul> </li> <li>ii. On placement of Purchase Orders for supply of respective items of the BOQ <ul style="list-style-type: none"> <li>: 3% of Accepted Contract Amount of respective items of BOQ.</li> </ul> </li> <li>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. <ul style="list-style-type: none"> <li>: 65% of Accepted Contract Amount of respective items of BOQ.</li> </ul> </li> <li>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). <ul style="list-style-type: none"> <li>: 10% of Accepted Contract Amount of respective items of BOQ.</li> </ul> </li> <li>v. On completion of the works and successful load trials of the entire facility / Project: <ul style="list-style-type: none"> <li>: 15% of Accepted Contract Amount of BOQ.</li> </ul> </li> <li>vi. On handover and commissioning of the entire facility / project:</li> </ul>
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	<p>: 5% of Accepted Contract Amount of BOQ.</p> <p><b>Note:</b> No Advance Payment will be entertained.</p> <p>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.</p> <p>The following document shall be submitted along with invoice for material supply.</p> <ol style="list-style-type: none"> <li>Invoices 1 set of original + 2 Sets of copies.</li> <li>LR/GR/RR - 3 Copies.</li> <li>Packing list or delivery challan - 3 copies.</li> <li>Test certificate wherever applicable - 3 copies</li> <li>Certificate of Insurance - 1 Copy</li> <li>Manufacturer Test Report - 1 Copy.</li> <li>Material Dispatch Certificate (MDCC) issued by employer prior to dispatch of material - 3 copies</li> <li>The details of where material shall be used.</li> </ol> <p>The following document shall be submitted along with invoice for Engineering, Installation &amp; Commissioning related payment:</p> <ol style="list-style-type: none"> <li>Relevant drawing / documents duly approved by employer.</li> <li>Issued certificate of work completion report / QC report etc. stating completion of work / milestone as per required specification duly certified by Employer.</li> <li>If applicable, status of completion of NC for particular work / milestone.</li> </ol>
GCC 16.5	<p><b><u>GST:</u></b></p> <p>The contractor shall quote the price excluding of GST. The contractor shall quote prevailing GST rate separately which shall be reimbursed by DPA after ascertaining necessary compliance as per Goods &amp; Service Tax act, 2017 and subsequent amendment thereof. All other duties, tax, cess applicable if any, shall be borne by the contractor.</p> <p>TDS under GST act is required to be deducted @ 2 % (1% CGST and 1 % SGST or 2 % IGST) from payment/ credit given to contractor /Professional and others for work order</p>

	<p>on contract on exceeding Rs. 2,50,000.00.</p> <p>Contractor / Service provider / Supplier etc. has to ensure timely and proper filling of GSTR 1 so that Deendayal Port Authority can avail input tax credit in timely manner. In case DPA not allowed input tax credit due to failure on part of the contractor/Service provider/Supplier etc., it will be a financial loss to the DPA and therefore same shall be recovered from the payment/deposit of the contractor/service provider/supplier.</p>
GCC 17	<p><b><u>Performance Guarantee:</u></b></p> <p>The Security Deposit/ Performance Guarantee Shall be 10% of Contract Value. The successful bidder has to submit Performance Guarantees.</p> <ol style="list-style-type: none"> <li>i) The Performance Guarantee for EPC period shall be submitted by the successful bidder within 28 days from the date of issue of L.O.A. equivalent to 5% of the total contract value. Balance 5% of contract value shall be as retention money recovered from stage payments or RA bills starting from first bill @ 5% of bill value. Retention money shall be released within 15 days from the date of taking over and payment of final bill. Balance 5% in form of Bank Guarantee shall be released after completion of Defect Liability/ Guarantee period.</li> <li>ii) The Performance Guarantee shall be in the form of: Bank guarantee (BG) shall be issued by a Nationalized/Scheduled Bank (except Co-operative) having its branch at Gandhidham, Gujarat, India. The BG shall be in favour of the Board of Trustees of Deendayal Port Authority, Gandhidham.</li> <li>iii) Failure of the Successful Bidder to comply with the requirements as mentioned above shall constitute sufficient grounds for cancellation of the award of work and the Bidder can be disqualified from bidding for any Contract with DPA for a period of three years including forfeiture of EMD from the date of notification.</li> <li>iv) The Bank Guarantee is required to be dispatched by the issuing bank directly to The Employer by Registered AD Post/ Speed Post/ Courier.</li> <li>v) The Port Authority may at their option forfeit the Performance Guarantee cum Security Deposit if the contractor fails to carry out the work or perform or observe the conditions of contract.</li> <li>vi) In case of submission of fraudulent documents with regard to Bank Guarantee against Performance Security by the</li> </ol>

	<p>Bidder shall be treated as major violation of the Tender procedure and in such cases, Black listing the firm for the next three years.</p> <p>vii) The Performance Guarantee cum Security Deposit will be released as mentioned in GCC 17 above.</p> <p>viii) If applicable, the documentary evidence (copy of paid Challan in Govt. Treasury) of Welfare cess @1% of work done or as amended by Statutory Authority from time to time, paid on final bill shall be submitted before releasing the Performance Guarantee.</p>
GCC 22.2	The packing, marking and documentation within and outside the packages shall be: " <b>Deendayal Port Authority – India</b> "
GCC 23	<p><b><u>Insurance</u></b></p> <ol style="list-style-type: none"> <li>1. Unless otherwise specified in the tender, the goods supplied under the contract shall be insured fully against loss or damage incidental to manufacture or acquisition, transportation, storage, and delivery, in accordance with the applicable incoterms or in the manner specified in the SCC. The Equipment shall be insured on the name of Employer for 110% of its value.</li> <li>2. The contractor shall provide in the joint names of the employer and the contractor, insurance cover from the start date to the end of guarantee period for the following events which are due to the contractor risk viz., personal injury and death. All manpower to be posted at Kandla shall be insured under the Workmen Compensation Act.</li> <li>3. Policies and certificates for insurance shall be delivered by the contractor to the engineer in charge or his nominee before the commencement of work. All such insurances shall provide for compensation to be payable to the types and proportions of currencies required to be rectify the loss or damage incurred.</li> <li>4. Alterations to the terms of insurance shall not be made without the approval of the engineer in charge or his nominee.</li> <li>5. It will be entirely the contractor's responsibility to take required steps to adequately safeguard the personnel &amp; to ensure that the work is carried out in such manner that maximum safety to personnel is assured. The contractor shall follow all precautions as required for safety of workman by ILO regulations, etc.</li> <li>6. No claim/compensation of whatsoever nature shall be entertained by the D.P.A. for any loss of property or injury or loss of life during the occurrence of any</li> </ol>

	accident to the contractor's maintenance staff/officials. Contractor is required to get insurance for his staff and property at own cost.
GCC 24.1	Responsibility for transportation of the Goods & his staffs shall be of the contractor. The Contractor has to include in his quote for the transportation of the Equipment & staffs.
GCC 25.2, 25.3 & 25.5	<p><b><u>Inspection and Commissioning</u></b></p> <p>The inspection and test shall be conducted at the site of Manufacturer or at erection site as the case may be, the cost of such tests and any additional test as demanded by TPI/PMC or Employer shall be borne by the Contractor apart from making arrangement for conduct of such tests. Employer shall not be liable to make any additional payments for conduct test or for change of location of test. All cost for fulfillment of obligation on the part of contractor shall be deemed to have been included in the total contract price offered by him based on which the contract has been awarded to him. However, in case of additional tests if any are requested by the employer shall be at the cost and time of employer, in which case also the contractor shall make all arrangement's required for conduct of such tests in the manner prescribed to do so by the employer or TPI.</p> <p>Contractor has to appoint TPIA for his internal works and materials for confirming their internal quality policy. The cost of the same will be borne by the contractor only. Scope of TPI / PMC from DPA side is mentioned in Section-V at Clause No. 5.</p> <p>The Employer reserves the right to witness the pre-delivery inspection at the contractor's premises or any place, the work demands, along with TPI/PMC.</p>
GCC 26.1	<p><b><u>Liquidated Damages</u></b></p> <ol style="list-style-type: none"> <li>1) In case of delay in supply and installation of complete system, liquidated damages (LD) may be levied at the rate of ½% of the contract value per week of delay or part thereof, subject to maximum of 10% of the contract price.</li> <li>2) The employer, 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</li> </ol>

	<p>levy of LD. In the event of extension of time at its discretion with LD the employer will be entitled without prejudice to any other right or remedy available in that behalf percent (1/2%) of the contract value of the works for each week or part of the week subject to the ceiling of 10% of contract value.</p> <p>3) The employer, if not satisfied that the works can be completed by the contract, 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.</p> <p>4) The employer, 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.</p> <p>5) In the event of such termination of the contract as described in clauses (11.3) or 11.4) or both, the employer shall be entitled to recover LD up to ten percent (10%) of the contract value and forfeit the security deposit made by the contract besides getting the work completed by other means at the risk and cost of the contractor.</p> <p>6) In case part/portion of the work can be commissioned and port 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.</p>
GCC 27.1 to 27.7	<p><b><u>Guarantee</u></b></p> <p>The warranty period to be read in the mentioned clauses shall be valid up to twelve (12) months (for repair and new works including supplied items) with effect from the date of handover and commissioning of entire facility/ project by DPA.</p>
GCC 33 (supplemented clause in addition to 33.1 & 33.2)	<p>The Contractor may claim extension of the time limits in case of;</p> <p>i) Changes ordered by Deendayal Port Authority.</p> <p>ii) In case work is delayed on DPA's Account e.g. non-availability of site clearance or any other reason, DPA will consider time extension of merit. However, no compensation will be paid to the Contractor if work is</p>

	<p>delayed on DPA's account. The Contractor shall submit the request for extension, within 30 days of occurrence of such delay in the prescribed format, clearly indicating the justification for such extension.</p> <p>iii) Force Majeure.</p> <p>iv) All the incidents of delay should be entered in the hindrance register which will be base for granting any extension.</p>
GCC 37.2	<p>The contractor shall be allowed rent free the use of site area for the construction period as per the availability on the site of works as in the opinion of the Employer may be absolutely necessary and on the completion of work or termination of this contract he shall vacate the premises and remove all surplus material. The Employer shall indicate the storage space at site, for storing the material but the contractor shall satisfy himself as to the suitability of such sites and protection and such provision shall not release the contractor from liability to make good any loss or damage which may hamper such work until the same shall have been taken over. Suitable watch &amp; ward has to be arranged by the contractor for materials, stores etc.</p>
GCC 37.6	<p>During installation, testing and commissioning of contract, the Contractor will be allowed to tap/use electric power to the extent required for due fulfilment of the Contract, if electric Supply from the Employer's network is available at work site, subject to the Contractor's complying with the rules and regulations and safety precaution laid down by the Employer from time to time. Upon suitability, the Employer shall provide to the Contractor. If available, electric supply will be given by D.P.A. on chargeable basis, otherwise contractor has to make his own arrangement for electric supply. Further, during Operation and Maintenance period after commissioning of complete system charges for electric supply consumption will be on borne by DPA.</p>
Submission of Test Certificates	<p>Test Certificates of relevant standards of all the systems, equipment(s), parts should be submitted before erection phase.</p>
Any work out of tender conditions	<p>Any work out of tender conditions, if required to complete the project, should be done with prior permission &amp; approval of the employer only.</p>
Requirement of additional input by bidder if any.	<p>Any Technical detail/information required by the contractor (not mentioned in Tender) shall be communicated well in advance.</p>



**Signature & Seal  
of Contractor**

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

## **SECTION VIII**

### **CONTRACT FORMS**

#### **Table of Forms**

1. Letter of Acceptance
2. Notice to proceed with works (site Activities)
3. Contract Agreement
4. Performance Bank Guarantee BG

**LETTER OF ACCEPTANCE**  
(On letter head paper of the port)

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

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

Dear Sirs,

Sub: Tender No.  
Title of Tender

Ref: Your Bid Dated  
And (list of correspondence with the Bidders)

This is to notify you that your bid dated \_\_\_\_\_ for execution of the \_\_\_\_\_ (name of the contract and identification number, as given in the instruction to bidders) for the Contract Price of Rupees \_\_\_\_\_ (amount in words and figures) as corrected and modified in accordance with the Tender Documents is hereby accepted by the Employer/Board.

You are hereby requested to furnish performance guarantee, in the form detailed in Tender Document for an amount of Rs. \_\_\_\_\_ within (28) days of the receipt of this letter of acceptance and valid up to 28 days from the date of completion of contractual obligations, subject to removal of Defects, i.e. up to \_\_\_\_\_ and also sign the contract agreement within (28) days of the receipt of this letter of acceptance, failing which action as stated in the tender document will be taken.

The Engineer-In-Charge for the project shall be Shri \_\_\_\_\_.

Please acknowledge receipt.

Yours faithfully

Chief Mechanical Engineer  
Name and title of signatory

**ISSUE OF NOTICE TO PROCEED WITH THE WORKS**

(letter head of the Port)

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

To: \_\_\_\_\_

(Name & address of contractor)

Dear Sirs,

Sub: Tender No.

Title of Tender

Ref: letter of acceptance no \_\_\_\_ dated.\_\_\_\_

Pursuant to your furnishing the requisite security as stipulated in (insert security clause) and signing of the contract for execution of the \_\_\_\_\_. You are hereby instructed to proceed with the execution of the said works in accordance with the contract documents. It is hereby notified that the site is handed over to you w.e.f (date) for execution of work in accordance with the contract documents.

Please acknowledge receipt.

Yours faithfully

Authorized signature

Name and title of signatory

Name of port

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

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

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

This agreement made of this \_\_\_\_\_ day of \_\_\_\_\_ Two Thousand Twenty Two between the Board of Deendayal Port Authority, a body corporate under Major Port Authorities Act, 2021 have its registered office at Administration Office Building at Gandhidham (Kutch) (hereinafter called the 'Board' which expression shall unless excluded by or repugnant to the context, be deemed to include their successors in office) of the one part and \_\_\_\_\_ (Name and address of all the partners if a partnership with all their address) hereinafter called the 'Contractor' which expression shall unless excluded by or repugnant to the context be deemed to include his / their heirs, executors, administration, representatives and assignees or successors in office of the other part.

WHEREAS the Board is desirous to carrying out the work of \_\_\_\_\_  
\_\_\_\_\_ And whereas the Contractor has offered to execute and complete such work.

WHEREAS the Contractor has deposited a sum of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only) as security deposit as 5% of contract value in the form of DD/BC/PO/BG and balance 5% to be recovered as retention money from the bills, for the due fulfilment of all the conditions of the contract.

NOW THIS AGREEMENT WITHINNESS AS FOLLOWS: -

1. In this agreement words and expression shall have the same meaning as are respectively assigned to them in the general condition (including special conditions, if any) of contract hereinafter referred to.
2. The following documents shall be deemed to form and read as construed part of this agreement viz.:
  - i) Notice inviting tender.
  - ii) Technical specifications.
  - iii) Special conditions of contract.
  - iv) Tender submitted by the Contractor.
  - v) The Board's "Drawing".
  - vi) The schedule items of work with quantities and rates.
  - vii) Any correspondence made between the Superintending Engineer (M) and the Contractor after opening of the Cover-I—as regards to contain clarifications/details called for vice versa.
  - viii) Common terms and conditions offered to Contractor and their acceptance including confirmation to withdrawal of their own terms and conditions offered with the tender i.e. 'Cover-I'.

ix) Bank Guarantee for security deposit.

3. The Contractor hereby covenants with the Board to complete the work of \_\_\_\_\_ in conformity in all respects, with the provisions of the contract.

4. The Board hereby covenants to pay the Contractor in consideration of such completion of the works, the contact price of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only) at the time and in the manner prescribed of the contract.

IN WITNESS WHERE of the parties here unto have set their hands and seals the day and year first above written signed and sealed by the Contractor in the presence of: -

Witness

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

Signature of Contractor

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

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

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

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

(Chief Mechanical Engineer)  
Deendayal Port Authority

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

Secretary  
Deendayal Port Authority

**SPECIMEN BANK GUARANTEE TOWARDS PERFORMANCE  
GUARANTEE/SECURITY DEPOSIT**

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

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

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

2. We, \_\_\_\_\_ (Name of Bank) (Name of Branch), do hereby Undertake to pay the amount due and payable under this guarantee without any demur merely on a demand from the Board stating that the amount claimed is due by way of loss or damage caused to or which would be caused to or suffered by the Board by reason of the contractor's failure to perform the said contract. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this Guarantee. However, our liability under this guarantee shall be restricted to any amount not exceeding Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_) only.

3. We, \_\_\_\_\_ (Name of Bank and Branch), undertake to pay to the Board any money so demanded notwithstanding any dispute or disputes raised by the contractor(s) in any suit or proceeding pending before any Court or Tribunal relating thereto our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be a valid discharge of our liability for payment there under and the Contractor(s) shall have no claim against us for making such payment.

4. We, (Name of Bank and Branch), further agree with the Board that the guarantee herein contained shall remain in full force and effect during the period that would be taken for performance of the said contract and that it shall continue to be enforceable till all the dues of the Board under or by virtue of the said contract have been fully paid and its claims satisfied or discharged or till the \_\_\_\_\_ (Name of the user department) of the said certifies that the terms and conditions of the said contract have been fully and properly carried out by the said Contractors and accordingly discharge this guarantee. PROVIDED HOWEVER that the Bank shall at the request of the Board but at the cost of the Contractors, renew or extend this guarantee for such further period or periods as the Board may require from time to time.

5. We, (Name of Bank and Branch), further agree with the Board that the Board shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said contract or to extend the time of performance by the said contract or to extend the time of performance by the said Contractors from time to time or to postpone for any time or from time to time any of the powers exercisable by the board against the said Contractors and to forebear or enforce any of the terms and conditions relating to the said contract and we shall not be relieved from our liability by reason of any such variation or extensions being granted to the contractors or for any forbearance, act or omission on the part of the Board or any indulgence shown by the board to the Contractors or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

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

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

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

9. Notwithstanding anything contained herein:

(a) Our liability under this Bank Guarantee shall not exceed Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only);

(b) This Bank Guarantee shall be valid up to \_\_\_\_\_; and

(c) We are liable to pay the guarantee amount or any part thereof under this Bank Guarantee only and only if you serve upon us a written claim or demand on or before \_\_\_\_\_ (date of expiry of Guarantee)."

10. (i) Name of Beneficiary's Bank is State Bank of India, Gandhidham.

(ii) IFSC No. of Beneficiary's Bank is SBIN0060239.

(iii) Bank Account No. of Beneficiary is 10316591671.

Date \_\_\_\_\_ day of \_\_\_\_\_ 2022

For (Name of Bank)  
(Name)  
Signature

## **Appendix-1**

- I. Any bidder or any bidders bidding behalf on its OEM from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority.
- II. "Bidder" (including the term 'tenderer', 'consultant' or 'service provider' in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process.
- III. "Bidder from a country which shares a land border with India" for the purpose of this Order means: -
  - a. An entity incorporated, established or registered in such a country; or
  - b. A subsidiary of an entity incorporated, established or registered in such a country
  - c. An entity substantially controlled through entities incorporated, established or registered in such a country; or
  - d. An entity whose beneficial owner is situated in such a country; or
  - e. An Indian (or other) agent of such an entity; or
  - f. A natural person who is a citizen of such a country; or
  - g. A consortium or joint venture where any member of the consortium or joint venture falls under any of the above
- IV. The beneficial owner for the purpose of (iii) above will be as under:
  1. In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has a controlling ownership interest or who exercises control through other means. Explanation—
    - a. "Controlling ownership interest" means ownership of or entitlement to more than twenty-five per cent. of shares or capital or profits of the company;
    - b. "Control" shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholder's agreements or voting agreements;



2. In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;
  3. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;
  4. Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;
  5. In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.
- V. An Agent is a person employed to do any act for another, or to represent another in dealings with third person.
- VI.[To be inserted in tenders for Works contracts, including Turnkey contracts] The successful bidder shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority.

#### Model Certificate for Tenders

"I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; I certify that we (bidder)/ our OEM is not from such a country or, if from such a country, has been registered with the Competent Authority. I hereby certify that we (bidder) fulfills all requirements in this regard and is eligible to be considered. [Where applicable, evidence of valid registration by the Competent Authority shall be attached]"