

DEENDAYAL PORT AUTHORITY



TENDER DOCUMENTS FOR

**“Development of Smart Industrial Port City at Kandla -
Gandhidham - Adipur complex - Construction of compound wall
at SIPC location 1, Gandhidham”**

**Executive Engineer(C)
Construction Division
Administrative Office Building
Gandhidham - 370201
Kutch District Gujarat State
Email: executiveengineercivil1@gmail.com**

Name of Work: Development of Smart Industrial Port City at Kandla - Gandhidham - Adipur complex - Construction of compound wall at SIPC location 1, Gandhidham

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DEENDAYALPORTAUTHORITY

COMPETITIVE BIDDING NIT

NO: - 05-C/2023

NAMEOFWORK: Development of Smart Industrial Port City at Kandla - Gandhidham -
Adipur complex - Construction of compound wall at SIPC location 1,
Gandhidham

PRE-BIDMEETING TOBEHELD ON : -----

PERIOD OF DOWNLOADING OF BID DOCUMENTS FROM: 08 /09/2023
TO : 10/10/ 2023 upto 16:00 Hrs.

LAST DATE AND TIME FOR RECEIPT OF BIDS DATE: 10/10/ 2023 TIME 16:00 HRS.

TIME AND DATE OF OPENING OF BIDS

16:30 Hrs. On 10/10/ 2023 (Technical bid only)

PLACE OF OPENING OF BIDS CHAMBER OF EXECUTIVE ENGINEER(C),
CONSTRUCTION DIVISION, ANNEXE, A.O. BUILDING,
GANDHIDHAM-KUTCH (GUJARAT STATE), PIN-370201.

Email: executiveengineer_civil1@gmail.com

OFFICER INVITING BIDS
EXECUTIVE ENGINEER (C),
DEENDAYAL PORT AUTHORITY

DEENDAYAL PORT AUTHORITY

NOTICE INVITING TENDER

Tender No. 05–C/2023

ONLINE TENDERING (E-Tendering)

NAME OF WORK: Development of Smart Industrial Port City at Kandla - Gandhidham - Adipur complex - Construction of compound wall at SIPC location 1, Gandhidham

E/Online Tenders are invited by Executive Engineer (C) for the above work as per the details given in the table below.

Work Description	TenderFee (InRs.)	Estimated cost (InRs.)	EMD (InRs.)	Date of Pre-Bid Meeting	Last Date and time of online Submission of bid documents	Date and time of online opening
Development of Smart Industrial Port City at Kandla - Gandhidham - Adipur complex - Construction of compound wall at SIPC location 1, Gandhidham	Rs.1500.00 (+) 18% GST =Rs. 1770.00(Digital mode of Payment at Bank of Baroda Gandhidham Branch Account No. 100801000224 27 IFSC code. BARBOGANK UT	3,94,36,783.00	3,94,368.00 (Digital mode of Payment at Bank of Baroda Gandhidham Branch Account No. 100801000224 7 IFSC code. BARBOGANK UT)	NIL	Upto16:00 Hrs.on 08/09/ 2023	10/10 /2023 at16:00hrs.

Detailed tender notice along with complete tender documents can be downloaded from website <https://kpt.nprocure.com> from 08/09/2023 to 10/10/2023 @ 16:00 hrs. Tender Notice is also available on <http://deendayalport.gov.in>. Technical Bid will be opened on 10/10/ 2023 @ 16:30 Hrs. Date of opening of price bid shall be notified after scrutiny & evaluation of Technical Bid. For further details and general enquiries prospective bidders may contact **Executive Engineer(C), Ground Floor A.O. Building, Annexe, Gandhidham-370201, Kutch District, Gujarat State, INDIA**, during working hours before the last date and time of downloading of tender documents.

EXECUTIVE ENGINEER (C)
Deendayal Port Authority

DEENDAYAL PORT AUTHORITY NOTICE INVITING ONLINE TENDER

Details about E/Online tender:

Department Name	Civil Engineering Department
Circle/ Division	Construction Division, A.O. Building, Gandhidham – Kutch – 370201.
Tender Notice No.	05-C/2023
Name of Project	Development of Smart Industrial Port City at Kandla - Gandhidham - Adipur complex - Construction of compound wall at SIPC location 1, Gandhidham
Name of Work	Development of Smart Industrial Port City at Kandla - Gandhidham - Adipur complex - Construction of compound wall at SIPC location 1, Gandhidham
Estimated Contract Value (INR)	Rs. 3,94,36,783.00
Period of Completion (in Months)	11 Months
Bidding Type	Open
Bid Call (Nos.)	One
Tender Currency Type	Single
Tender Currency Settings	Indian Rupee (INR)
Qualifying Criteria :	<ol style="list-style-type: none">1. Average annual financial turnover during the last three years ending 31st March of the previous financial years, should be at least Rs. 118.31 Lakhs.2. Experience of having successfully completed Similar works during last 7 years ending last day of month previous to the one in which bids are invited should be either of the following: Three similar completed works each costing not less than Rs 157.75 Lakhs. Or Two similar completed works each costing not less than Rs. 197.18 Lakhs. Or One similar completed works each costing not less than Rs. 315.49 Lakhs.

	<p>3. "Similar Work" means Construction work of Building work (separately or combined) constructed during last 7 years ending last day of month previous to the one in which applications are invited. If the bidder has executed the work in private organization, necessary TDS certificate issued by the private organization shall be submitted.</p> <p>If the similar work is executed as Sub-Contractor, it is mandatory to upload the sub-contract permission letter obtained from the Govt./ Public Sector officer in case work belongs to the Govt. / Public Sector, or from the owner of the project in case work belongs to private organization. Also the completion certificate / from 3A authoeticate by concern Govt. / Public Sector officer of owner of the project shall be uploaded along with TDS certificate deducted from that particular work issued by the competent authority shall be submitted along with bid submission.</p> <ul style="list-style-type: none"> The contractor registered with DEENDAYAL PORT AUTHORITY in category of "BUILDING WORKS" and in Class A-1 (up to Rs. 500.00 lakhs) shall be considered as qualified for bidding the tender and does not required to submit any documents for pre-qualification with DEENDAYAL PORT AUTHORITY along with Tender fee. However, they should submit Xerox copy of Registration Letter with Tender fee, also required to fulfill the bid capacity criteria, hence document there of need to be scanned & upload. <p>In case of Micro and Small Enterprise (MSEs) holding valid certificate issued by any agencies/organization under The Ministry of Micro, Small and Medium Enterprises indicating the list of activity related to the subject tender shall become eligible for exemption from payment of Tender fee/EMD. Such bidder shall upload in preliminary bid a scanned copy of valid certificate.</p> <p>NIC codes regarding similar work is mentioned below:</p> <table border="1"> <tr> <td>SECTION F</td><td>CONSTRUCTION</td></tr> <tr> <td>Division 41</td><td>Construction of buildings</td></tr> <tr> <td>Group 410</td><td>Construction of buildings</td></tr> <tr> <td>Class 4100</td><td>Construction of buildings</td></tr> <tr> <td>Sub-Class 41001</td><td>Construction of buildings carried out on own-account</td></tr> </table>	SECTION F	CONSTRUCTION	Division 41	Construction of buildings	Group 410	Construction of buildings	Class 4100	Construction of buildings	Sub-Class 41001	Construction of buildings carried out on own-account
SECTION F	CONSTRUCTION										
Division 41	Construction of buildings										
Group 410	Construction of buildings										
Class 4100	Construction of buildings										
Sub-Class 41001	Construction of buildings carried out on own-account										

		basis or on a fee or contract basis
	Sub-Class 41003	Assembly and erection of prefabricated constructions on the site
	Division 43	Specialized construction activities
	Group 433	Building completion and finishing
	<p>4. Bidders who meet the minimum qualification criteria will be qualified only if the iravailable bid capacity is more than the total bid value. The available bid capacity will be calculated asunder:</p> <p>Assessed Available Bid capacity = A X N X 2 – B, Where, “N” = Number of years prescribed for completion of the subject contract.</p> <p>“A” = Maximum value of works executed in any one year during last seven years (at current price level)</p> <p>“B” = Value at current price level of existing commitments and ongoing works to be completed in the next 'N' years. The Bidder shall furnish statements showing the value of existing commitments and ongoing works as well as the stipulated period of completion remaining for each of the works preferably countersigned by the Nodal Office or his nominee-in charge.</p> <p>5. Integrity Pact document need to be submitted in Preliminary bid stage duly scanned, stamped, signed and dated along with both witness signatures as per format available in Annexure-I in the tender document failing which bid submitted by the bidder will be considered non-responsive.</p>	
Joint Venture	Not Applicable	
Rebate	Applicable	
Bid Document Fee :	Rs. 1500.00 (+) 18% GST = Rs. 1,770.00	
Bid Document Fee Payable To:	(Digital mode of Payment at Bank of Baroda Gandhidham Branch Account No. 10080100022427 IFSC code. BARBOGANKUT	
Bid Security/ EMD (INR) :	Rs. 3,94,368.00/- (Digital mode of Payment at Bank of Baroda Gandhidham Branch Account No. 10080100022427 IFSC code. BARBOGANKUT	

Bid Document Downloading Start Date	/06/2023
Bid Document Downloading End Date	/06/2023 Up to 1600 Hrs.
Date & Place of Pre Bid Meeting	'-----'
Last Date & Time for Receipt of Bids	/06/2023 Up to 1600 Hrs.
Bid Validity Period	120 Days
Condition ::	<p>Tender Fees & EMD in form of Digital mode of payment.</p> <p>The bid/tender not accompanied by Tender Fee UTR Number and EMD UTR Number in Preliminary Bid shall not be considered responsive, and their technical and price bid will not be opened.</p> <p>In case of Micro and Small Enterprise (MSEs) holding valid certificate issued by any agencies/organization under The Ministry of Micro, Small and Medium Enterprises indicating the list of activity related to the subject tender shall become eligible for exemption from payment of Tender fee/EMD. Such bidder shall upload in preliminary bid a scanned copy of valid certificate. (Refer NIT-3 for list of activities considered)</p> <p>Integrity Pact document need to be submitted in Preliminary bid stage duly scanned, stamped, signed and dated along with both witness signatures as per format available in Annexure-I in the tender document failing which the bid will be considered non-responsive.</p>
Remarks:	<p>The above shall be submitted in electronic format through online (by scanning) while uploading the bid.</p> <p>The offer of only those shall be opened whose EMD & Tender Fee are received electronically.</p> <p>Bidder shall send the hard copy of tender (sealed & signed of authorized person), and other PQ documents through R.P.A.D./speed post or in person so as to reach to Executive Engineer (C.), Construction Division, A.O. BUILDING-ANNEX, GANDHIDHAM KACHCHH-370201, within 7 days from the last date of opening.</p>

Bid Opening Date::	Technical Bid will be opened on 10/10/2023@ 16:30 Hrs. Date of opening of price bid shall be notified after scrutiny & evaluation of Technical Bid.
Documents required to be submitted by scanning through online:	<ul style="list-style-type: none"> a. Documents in support of fulfilling qualifying criteria as indicated above. b. EMD in form of Digital mode of payment. c. Tender fee in form of Digital mode of payment. d. As indicated in clause4 of section1 – Instructions to bidders.
Officer- Inviting Bids::	Executive Engineer (C), Deendayal Port Authority.
Bid Opening Authority ::	Executive Engineer (C), Deendayal Port Authority.
Address::	Executive Engineer (C), Deendayal Port Authority. A.O. Building, Annexe, Gandhidham-370201, Kutch District, Gujarat State , INDIA,
Contract Details ::	Telephone : M No. 7575895292

EXECUTIVE ENGINEER (C)
Deendayal Port Authority

Note :

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

(n) Code Solutions – A division of GNFC Ltd.,

(n)Procure Cell,

403, GNFC Infotower, S.G. Road, Bodakdev,

Ahmedabad–380054 (Gujarat).

Contact Details :

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

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

Reliance : +91-79-30181689

Fax : +91-79-26857321, 40007533

E-mail : nprocure@gnvfc.net

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

SECTION-1

INSTRUCTIONS TO BIDDERS

GENERAL

1. Scope of Bid

The Executive Engineer (C), Construction Division, Deendayal Port Authority., invites bids by E-Tendering for the construction of works of "Development of Smart Industrial Port City at Kandla - Gandhidham - Adipur complex - Construction of compound wall at SIPC location 1, Gandhidham.

- 1.1 Detailed in the table given in NIT. The bidders may submit on-line bids for the work detailed in the table given in NIT.
- 1.2 The successful bidder will be expected to complete the works by the intended completion date specified in the contract data.

2. Source of Funds

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

3. Eligible Bidders

- 3.1 The invitation for Bids is open to all eligible bidders meeting the eligibility criteria as defined in clause no.4
- 3.2 All bidders shall provide in Section-2, form of Bid and Qualification Information, a statement that the Bidder is not associated, nor has been associated in the past, directly or indirectly, with the consultant or any other entity that has prepared the design, specifications, and other documents for the Project Manager for the Contract. A firm that has been engaged by the Employer to provide consulting services for the preparation or supervision of the works, and any of its affiliates, shall not be eligible to bid.
- 3.3 Government-owned enterprises may only participate if they are legally and financially autonomous, operate under commercial law and are not a dependent agency of the Employer subject to fulfilment of Minimum Qualifying criteria.
- 3.4 Bidders shall not be under a declaration of ineligibility for corrupt and fraudulent practices issued by the employer in accordance with clause 37.

4. Eligibility Criteria

- 4.1
 - a. Experience of similar works executed during the last seven years, and details like monetary value, clients, and proof of satisfactory completion.
 - b. Documentary evidence of adequate financial standing and proof from client for satisfactory completion of works.
 - c. Equipment requirement/schedule **(Refer Section-5)**
 - d. Managerial/Manpower requirement **(Refer Section-5)**
 - e. Project Planning and Quality Control procedure to be adopted. **(Refer Section-5)**
 - f. Information regarding projects in hand, current litigation, orders regarding exclusion, expulsion or blacklisting, if any.
 - g. Trained & Certified workmen proposed to be employed at the work site of the project. The Contractor must undertake to employ of certified worker to the extent of 20% of total strength. Valid certificates by a Recognized University, technical Board, or Ministry of Government of India would only be taken cognizance of. **(Refer Section-5)**

4.2 If the Employer has not undertaken pre-qualification of potential bidders, All bidders shall include the following information and documents with their bids in Section-2.

- a. Copies of original documents defining the constitution or legal status, place of registration, and principal place of business, written power of attorney of the signatory of the Bid to commit the Bidder.
- b. Total monetary value of construction work performed for each of the last five years.
- c. Experience in works of a similar nature and size for each of the last five years, and details of works underway or contractually committed, and Employers who may be contacted for further information on those contracts.
- d. Reports on the financial standing of the Bidder, such as profit and loss statements and auditor's reports for the past five years.
- e. Evidence of adequacy of working capital for this contract (access to line(s) of credit and availability of other financial resources).
- f. Authority to seek references from the Bidder's bankers.
- 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. Proposal for sub-contracting components of the works amounting to more than 10 percent of the Bid Price (for each qualification should attached); and **(Refer Section-5)**
- i. PAN, Registration with GST and Provident Fund Authorities.
- j. Integrity Pact

4.3 To qualify forward of the contract, bidders are advised to note the minimum qualification criteria specified below.

- i. Average annual financial turnover during the last three years ending 31st March of the previous financial year should be at least Rs.246.75Lakhs.
- ii. Experience of having successfully completed similar works during last 7 years ending last day of month previous to the one in which applications are invited should be either of the following.
 - a. Three similar completed works, each work costing not less than the Rs.157.75 Lakhs.
 - or
 - b. Two similar completed works, each work costing ot less than the Rs.197.18 Lakhs.
 - or
 - c. One similar completed works each costing not less than the Rs.315.49 Lakhs.
- iii. "Similar Work" means having experience of Construction work of Building

work (separately or combined) constructed during last 7 years ending last day of month previous to the one in which applications are invited. If the bidder has executed the work in private organisation, necessary TDS certificate issued by the private organization shall be submitted.

- iv. If the similar work is executed as Sub-Contractor, it is mandatory to upload the sub-contract permission letter obtained from the Govt./ Public Sector officer in case work belongs to the Govt. / Public Sector, or from the owner of the project in case work belongs to private organization. Also the completion certificate / from 3A authenticate by concern Govt. / Public Sector officer of owner of the project shall be uploaded along with TDS certificate deducted from that particular work issued by the competent authority shall be submitted along with bid submission.
 - v. In addition to above, the criteria regarding satisfactory performance of the work, Personnel, establishment, plant, equipment, etc. may be incorporated according to the requirement of the project.
- A. Deleted.
 - B. Deleted.
 - C. Deleted.
 - D. Deleted.

- 4.4 To qualify for a package of contracts made up of this and other contracts for which bids a reinvited in the NIT, the bidder must demonstrate having experience and resources sufficient to meet the aggregate of the qualifying criteria for the individual contracts. **(Refer Section-5).**
- 4.5 Sub-contractors' experience and resources shall not be taken into account in determining the bidder's compliance with the qualifying criteria except to the extent stated in 4.4above. **(Refer Section-5).**
- 4.6 Bidders who meet the minimum qualification criteria will be qualified only if their available bid capacity is more than the total bid value. The available bid capacity will be calculated as under:

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

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

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

“B”=Value at current price level of existing commitments and ongoing works to be completed in the next 'N' years.

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

Financial Year	2022-23	2021-22	2020-21	2019-20	2018-19	2017-18	2016-17
Index	152.50	139.4	123.4	121.8	119.8	114.9	111.6

Multiplying factor	1	1.09	1.24	1.25	1.27	1.33	1.37
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The Bidder shall furnish statements showing the value of existing commitments and on going works as well as the stipulated period of completion remaining for each of the works preferably counter signed by the Nodal Officer or his nominee-in charge.

- 4.7 Even though the bidder meets the above qualifying criteria, they are subject to be disqualified if they have:
- Made misleading or false representations in the forms, statements and attachments submitted in proof of the qualification requirements: and/or
 - Record of poor performance such as abandoning the works, not properly completing the contract, inordinate delays in completion, litigation history or financial failures etc,

- 4.8 The accompaniments to the tender documents as described under Clause 4.2 shall be Scanned and submitted On-Line along with Tender documents. However, the originals/ attested hard copies shall have to be forwarded subsequently so as to reach the office of Executive Engineer (C) within 7 days of opening of the tenders.

The envelopes shall be addressed to:

The Executive Engineer (C), Construction Division,

Room No. 129, Ground Floor, A.O. Bldg

Building, Annex Deendayal Port Authority

Gandhidham, Kutch District Gujarat-State, INDIA

And submitted on <http://kpt.nprocure.com> Bear the following identification:

Accompaniments for "Development of Smart Industrial Port City at Kandla - Gandhidham - Adipur complex - Construction of compound wall at SIPC location 1, Gandhidham

Bid reference No

Name and address of the bidder.

5. One Bid per Bidder

- 5.1. Each bidder shall submit only one bid. A bidder who submits more than one Bid (other than as a subcontractor or in cases of alternatives that have been permitted or requested) will cause the entire proposal with the Bidder's participation to be disqualified.

5.2 Joint Venture

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

6. Cost of Bidding

- 6.1 The bidder shall bear all costs associated with the preparation and submission of his Bid, and the Employer will in no case be responsible and liable for those costs.

7. Site Visit

- 7.1 The Bidder, at his own responsibility and risk is encouraged to visit and examines the site of works and its surroundings and obtain all information that may be necessary for preparing the Bid and entering into a contract for construction of the works. The cost so visiting the site shall be at the Bidders' own expense.

B. BIDDING DOCUMENTS

8. Content of Bidding Documents

- 8.1 The set of bidding documents comprises the documents listed in the below and addenda issued in accordance with clause-10:

Invitation for Bids (NIT)

SECTION 1 Instruction to Bidders

SECTION 2 Forms of Bid, Qualification Information and letter of Acceptance.

SECTION 3 Conditions of Contract and Special Conditions

SECTION 4 Contract Data

SECTION 5 Site Conditions and Specifications

SECTION 6 Forms of Securities

SECTION 7 Drawing

SECTION 8 Bill of quantities

- 8.2. One set of bidding documents will be issued to the bidder. The document should be completed and returned with the bid. **(Refer Section-5).**

- 8.2.1 The bidding documents shall be downloaded. The documents should be completely filled and submitted through on line Tendering process and one copy shall be submitted within 7 days of the date of opening of the tender.

- 8.3.1 The bidder is expected to examine carefully all instructions, conditions of contract, contract data, forms, terms, technical specifications, bill of quantities, forms, drawings, annexure in the bid document. Failure to comply with the requirements of the bid document shall be at the bidder's own risk. Pursuant to clause 26 here of, bids which are not substantially responsive to the requirements of the bid documents shall be rejected.

9. Clarifications of the Bidding Documents

- 9.1 A prospective bidder requiring any clarification of the bidding documents may notify the employer in writing or by electronic form and be confirmed by hard copy at the Employer's address indicated in the invitation to bid. The employer will respond to any request for clarification which he received earlier than days (Suggested 7days) prior to the deadline for submission of bids. The clarifications shall be uploaded on Website of www.kpt.nprocure.com.

9.2 Pre-bid meeting

- 9.2.1 The bidder or his official representative may attend a pre-bid meeting which will take place through online (VC link will be shared on DPA website before meeting) on.....@.....hrs.
- 9.2.2 The purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage.
- 9.2.3 The bidder is requested to submit any questions in writing or by cable to reach the Employer not later than one week before the meeting.

9.2.4. Minutes of the meeting, including the text of the questions raised (without identifying the source of enquiry) and the responses given will be transmitted without delay to all purchasers of the bidding documents without delay. Any modification of the bidding documents listed in Sub-Clause 8.1 which may become necessary as a result of the pre-bid meeting shall be made by the Employer exclusively through the issue of an Addendum pursuant to Clause 10 and not through the minutes of the pre-bid meeting.

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

10. Amendment of Bidding Documents

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

10.2 Any addendum thus issued shall be part of the bidding documents and shall be communicated by uploading online on <http://kpt.nprocure.com> and <https://www.deendayalport.gov.in>/Or in writing or by cable to all the purchasers of the bidding documents. Prospective bidders shall acknowledge receipt of each addendum by cable to the Employer.

10.3 To give prospective bidders reasonable time in which to take an addendum into account in preparing their bid, the Employer shall extend as necessary the deadline for submission of bids, in accordance with sub-clause 20.2 below.

C. PREPARATION OF BID:

11. Language of Bid

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

12. Documents comprising the Bid

12.1 The bid submitted by the bidder shall comprise the following:

A) Technical Bid:

- (i) Bid Security, Tender Fees & Integrity pact agreement is required.
- (ii) Qualification Information Form and Document (Pursuant to clause 4 hereof) and any other materials required to be furnished and submitted by the bidder in accordance with these instructions. The documents listed under Sections 2, 4 and 7 of Sub-Clause 8.1 shall be filled in without exception.

B) Financial Bid:

- (i) Bill of Quantity (Schedule –B) duly filled and digitally signed by the Bidder.

13. Bid Prices

13.1 The contract shall be for the whole works as described in sub clause 1.1 based on the priced Bill of Quantities submitted by the Bidder.

13.2 The bidder to quote bid price in Item rate of the Estimated Cost put to tender as mentioned in **Schedule-B**.

13.3 All duties, (except GST) taxes, and other levies payable by the contractor under the contract, or for any other cause shall be included in the rates, prices and total Bid Price submitted by the bidder.

13.4

- (a) The rates and prices quoted by the bidder shall be fixed for the duration of the contract and shall not be subjected to adjustment on any account.

14. Currencies of Bid and Payment

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

15. Bid Validity

- 15.1 Bids shall remain valid for a period 120 days from the last date of submission of Bid. A bid valid for a shorter period shall be rejected by the Employer as non-responsive.
- 15.2 In exceptional circumstances, prior to expiry of the original time limit, the Employer may request that the bidders may extend the period of validity for a specified additional period. The request and the bidders' responses shall be made in writing or by cable. A bidder may refuse the request without forfeiting his bid security. A bidder agreeing to the request will not be permitted to modify his bid.

16. Bid Security (Earnest Money Deposit - EMD)

- A. Earnest money Deposit (EMD) should be 1 % of the estimated cost of work and maximum amount of earnest money should be Rs.50.00 lacs.
- B. The EMD up to Rs. 5 lakhs to submitted in Digital mode of Payment at Bank of Baroda Gandhidham Branch Account No. 10080100022427IFSC code. BARBOGANKUT)
- A. EMD of unsuccessful bidders other than L1 and L2 be refunded immediately after ranking of price bids. Earnest Money of L2 be refunded immediately after entering into agreement with L1 and acceptance of performance Guarantee from L1.
- B. EMD shall be refunded suo-motto without any application from the bidders.
- C. The Bid Security of the successful bidder will be discharged after he has signed the Agreement and furnished the required Performance Security.
- D. Forfeiture of earnest money.**
Bid security (Earnest Money) shall be forfeited, if

(a) The bidder withdraws the bid after bid opening during the period of bid validity.

(b) The bidder does not accept the correction of the Bidprice, if any.

(c) The successful bidder fails within the specified time limit to

- (i) Sign the Agreement or
- (ii) Furnish the required Performance security.
- (iii) In case the contractor fails to commence the work within stipulated time.

In case of forfeiture of earnest money as prescribed above, the tenderer shall not be allowed to participate in the retendering process of the work.

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

- E. In case of Micro and Small Enterprise (MSEs) holding valid certificate**

issued by any agencies/organization under The Ministry of Micro, Small and Medium Enterprises indicating the list of activity related to the subject tender shall become eligible for exemption from payment of Tender fee/EMD. Such bidder shall upload in preliminary bid a scanned copy of valid certificate.

NIC codes regarding similar work is mentioned below:

SECTION F	CONSTRUCTION
Division 41	Construction of buildings
Group 410	Construction of buildings
Class 4100	Construction of buildings
Sub-Class 41001	Construction of buildings carried out on own-account basis or on a fee or contract basis
Sub-Class 41003	Assembly and erection of prefabricated constructions on the site
Division 43	Specialized construction activities
Group 433	Building completion and finishing

17. Alternative Proposals by Bidders

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

18. Format and Signing of Bid (Refer Section-5).

- 18.1 The Price Bid to be submitted on-line shall be signed digitally by a person or persons duly authorized to sign on behalf the Bidders.
- 18.2 The Bid shall contain no alterations or additions, except those to comply with instructions issued by the Employer, or as necessary to correct errors made by the bidder in which case such corrections shall be initialed by the person or persons signing the bid.

D Submission of bids

19. Sealing and marking of bids

- 19.1 The bidder shall put Bid security document as per clause No.16, here of in one envelope and properly seal and mark as "Bid Security". The bidder shall put documents mentioned in clause No.12.1. A (ii) in separate envelope and properly seal and mark as "Technical Bid". Then put both these envelopes into separate envelope, properly seal and mark as "Technical Bid". The bidder shall seal "Financial Bid" as per Clause No.12.1. (B) here of, in separate envelope duly marking the envelope as "Financial Bid". These envelopes than be put inside one outer envelope and sealed, duly marking the outer envelope as "Technical Bid and Financial Bid". **(Refer Section-5).**
- 19.2 The envelopes shall

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

(Insert address of office for bid submission), and

(b) Bear the following identification:

Bid for (name of contract)

Bid reference no (Insert number)

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

Name and address of the bidder.

The tender complete in all respect should be put in the tender box (marked tender No _____) in the office of _____ upto - _____ p.m. on due date and open at _____ on the same date in presence of such of the tenderers who may wish to be present.

- 19.3 In addition to the identification required in Sub-Clause 19.2, the inner envelopes shall indicate the name and address of the bidder to enable the bid to be returned unopened in case it is declared late, pursuant to Clause 21, or the bid is declared nonresponsive. If the outer envelopes are not sealed and marked as above, the Employer will assume no responsibility for the misplacement or premature opening of the Technical bid and financial bid.

20 Deadline for submission of the Bids

- 20.1 Bids must be received by the Employer in On-Line System at website <https://kpt.nprocure.com> not later than 15:00 hrs. on / / 2023 in the event of the specified date for the submission of bids being declared a holiday by the Employer, the Bids will be received up to the appointed time on the next working day.
- 20.2 The Employer may extend the deadline for submission of bids by issuing an amendment in accordance with Clause 10, in which case all rights and obligations of the Employer and the bidders previously subject to the original deadline will then be subject to the new deadline.
- 20.3.1 The bidder shall give an undertaking that no change has been made in the hard copy of tender documents has downloaded from the website. Discrepancy, if any is noticed at any stage between the Port's tender document and the hard copy submitted by the bidder conditions mentioned in online tender unloaded by Port shall prevail beside the bidder shall be liable for legal action for the lapses.

21 Late Bids

- 21.1 Any bid received by the Employer after the deadline prescribed in Clause 20 will be considered as non-responsive.

22. Modification and Withdrawal of Bids

- 22.1 Bidders may modify or withdraw their bids before the deadline prescribed in Clause 20.

- 22.2 The bidder may finally submit the modified copy to the employer within 07 days of opening of the online tender. **(Refer Section-5)**
- 22.3 No bid may be modified after the deadline for submission of bids.
- 22.4 Withdrawal or modification of a Bid between the deadline for submission of bids and the expiration of the original period of bid validity in Clause 15.1 above or as extended pursuant to Clause 15.2 may result in the forfeiture of the Bid security pursuant to Clause 16.
- 22.5 Bidders may only offer discounts to, or otherwise modify the prices of their bids by submitting bid modifications in accordance with this clause or included in the original bid submission. **(Refer Section-5).**

E. BID OPENING AND EVALUATION

23. Bid opening

- 23.1 On the due date and appointed time as specified in clause 20, the Employer will first open Technical bids of all bids received (except those received late) including modifications made pursuant to clause 22 in presence of the bidders or their representative who choose to attend. In the event of the specified date for Bid opening being declared a holiday by the Employer, the bids will be opened at the appointed time and location on the next working day.
- 23.2 Envelopes marked "WITHDRAWAL" shall be opened and read out first. Bids for which an acceptable notice of withdrawal has been submitted pursuant to Clause 22 shall not be opened.
Bidder's name, withdrawals, modifications of technical bid, the presence of bid security and such other details, as the Employer may consider appropriate will be announced by the Employer at the opening. **(Refer Section-5).**
- 23.3 If all Bidders have submitted unconditional Bids together with requisite bid security, then all bidders will be so informed then and there. If any Bid contains any deviation from the Bids documents and/or if the same does not contain Bid security in the manner prescribed in the Bid documents, then that Bid will be rejected and the Bidder informed accordingly. The sealed financial bid containing priced BOQ will be returned to him without opening. All valid financial bids whose technical bids have been determined to be substantially responsive in accordance with Clause 26 here of, shall be opened on the specified date from declaring the results of the Technical Bid, in presence of the bidders or their representatives who choose to attend. The Bidder's name, the Bid prices, the total amount of each Bid and of any alternative Bid (if alternatives have been requested or permitted), any discounts, Bid modifications and withdrawals, and such other details as the Employer at the opening. Any bid price, discount, or alternative Bid price which is not read out and recorded at Bid opening, will not be taken into account in Bid evaluation. **(Refer Section-5).**
- 23.4 The Employer shall prepare minutes of the Bid opening, including the information disclosed to those present and the minutes shall form part of the contract.

24 Process to be confidential.

Information relating to the examination, clarification, evaluation and comparison of the bids and recommendations for the award of a contract shall not be disclosed to Bidders or any other persons not officially concerned with such

process until the award to the successful bidder has been announced.

25. Clarification of Bids

To assist in the examination and comparison of Bids, the Employer may, at his discretion, ask any Bidder for clarification of his Bid, including breakdown of unit rates. The request for clarification and the response shall be writing or by cable, but no change in the price or substance of the Bid shall be sought, offered, or permitted except as required to conform the correction of arithmetic errors discovered by the Employer in the evaluation of the Bids in accordance with Clause 27.

Subject to above Para, no Bidder shall contact the Employer on any matter relating to this bid from the time of the bid opening to the time the contract is awarded. If the Bidder wishes to bring additional information to the notice of the Employer, he should do so in writing. Any effort by the Bidder to influence the Employer's bid evaluation, bid comparison or contract award decisions, may result in the rejection of his bid. No bid may be modified after the deadline for submission of bids.

26. Examination of Bids and Determination of Responsiveness

26.1 Prior to detailed evaluation of Bids, the Employer will determine whether each Bid (a) meets the eligibility criteria defined in Clause 4 (b) has been properly signed by an authorized signatory (accredited representative) holding power of Attorney in his favor. The Power of Attorney shall inter alia include a provision to bind the Bidder to settlement of disputes clause; is accompanied by the required Bid security and; (d) is responsive to the requirements of the Bidding documents.

26.1.1 A substantially responsive Technical and Financial Bid is one which conforms to all the terms, conditions and specification of the Bidding documents, without material deviation or reservation. A material deviation or reservation is one (a) which effects in any substantial way the scope, quality or performance of the Works; (b) which limits in any substantial way, the Employer's rights or the Bidder's obligations under the contract; or (c) whose rectification would affect unfairly the competitive position of other Bidders presenting responsive Bids.

26.1.2 If a Technical Bid is not substantially responsive, it will be rejected by the Employer, and may not subsequently be made responsive by correction or withdrawal of the non-confirming deviation or reservation.

27 Correction of Errors

27.1 Bids determined to be responsive will be checked by the Employer for any arithmetic errors. Errors will be corrected by the Employer as follows.
(a) Where there is a discrepancy between the rates in figures and in words, the rate in words will govern;
(b) Where there is discrepancy between the unit rate and the line-item total resulting from multiplying the unit rate by the quantity, the unit rate as quoted will govern. **(Refer Section-5).**

27.2 The amount stated in the Bid will be adjusted by the Employer in accordance with the above procedure for the correction of errors and, with the concurrence of the Bidder, shall be considered as binding upon the bidder. If the

Bidder does not accept the corrected amount the Bid will be rejected, and the Bid security maybe forfeited in accordance with sub-Clause.16.F.(b). **(Refer Section-5).**

28 Blank.

29 Evaluation and Comparison of Bids

- 29.1 The Employer will evaluate and compare only the Bids determined to be responsive in accordance with Clause 26.
- 29.2 In evaluating the Bids, the Employer will determine for each Bid the evaluated Bid Price by adjusting the Bid Price as follows:
- (a) Making any correction for errors pursuant to Clause 27;
 - (b) Making appropriate adjustments to reflect discounts or other price modification offered in accordance with Sub Clause 22.5
- 29.3 The estimated effect of the price adjustment conditions under Clause 47 of the conditions of contract, during the period of implementation of the Contract, will not be taken into account in Bid evaluation.
- 29.4 IF the Bid of the successful Bidder is seriously unbalanced in relation to the Nodal Officer or his nominee's estimate of the cost of work to be performed under the contract, the Employer may require the Bidder to produce detailed price analyses for any or all items of the Bill of Quantities, to demonstrate the internal consistency of those prices with the implementation/construction methods and schedule proposed.

30 NIL.

F. AWARD OF CONTRACT

31 Award Criteria

- 31.1 The Employer will award the Contract to the Bidder whose Bid has been determined to be responsive to the Bidding documents and who has offered the lowest evaluated Bid Price, provided that such Bidder has been determined to be (a) eligible in accordance with the provisions of Clause 3 and (b) qualified in accordance with the provisions of Clause 4. These cond bidder (i.e.L2) shall be kept in reserve and may be invited to match the bid submitted by the (L1) bidder in case such bidder withdraws or is not selected for any reason.

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

Not with standing clause 31, the Employer reserve the right to accept or reject any bid and to cancel the bidding process and reject all bids, at any time prior to the award of contract, without thereby incurring and liability to the affected bidder or bidders of the grounds for Employer's action.

33 Notification of Award and Signing of Agreement.

- 33.1 The Bidder whose Bid has been accepted will be notified of the award by the Employer prior to expiration of the Bid validity period by cable, telex or facsimile confirmed by registered letter. This letter (here in after and in the

Conditions of Contract called the “letter of Acceptance”) will state the sum that the Employer will pay the Contractor in consideration of the execution, completion and maintenance of the Works by the Contractor as prescribed by the Contract (here in after and in the Contract called the “Contract Price”).

- 33.2 The notification of award will constitute the formation of the Contract subject to the furnishing of a performance security in accordance with the provisions of Clause 34.
- 33.3 The Agreement will incorporate all correspondence between the Employer and the successful bidder. It will be signed by the employer and sent to the successful Bidder within (28 days of award of work for global tender and Within 14 days for domestic tender) following the notification of award along with the Letter of Acceptance. Within (28 days for global tender and within 21 days for domestic tender) of receipt, the successful Bidder will furnish the performance security and sign the Agreement with the Employer.
- 33.4 Upon the furnishing by the successful Bidder of the Performance Security, the Employer will promptly notify the other Bidder that his Bid has been unsuccessful and release the Bid security (EMD).

34 Performance Security

- 34.1 Performance guarantee should be 10% of Contract price of which 5% of contract price should be submitted as Bank Guarantee, or Demand Draft within 21 days on receipt of letter of Acceptance/Intent and balance 5% recovered as Retention Money from Running Bills. Recovery of 5% Retention Money to commence from the first RA bill onwards @ 5% of the Bill Value from each bill. Retention Money will be refunded within 14 days from the date of payment of final bill. Balance SD will be refunded immediately not later than 14 days from completion of defect liability period.
- 34.2 Failure of the successful bidder to comply with the requirements as mentioned above shall constitute sufficient grounds for cancellation of the award of work and the Bidder can be disqualified from bidding for any contract with DPA for a period of three years from the date of notification.
- 34.3 The documentary evidence (copy of paid challan in government treasury) of the welfare cess @1% of the work done or as mandated by security authority from time to time, paid on final bill shall **be submitted before releasing the performance guarantee if applicable.**

35 Advance Payment

- 35.1 The Employer will provide an Advance Payment on the Contract Price as stipulated in the conditions of Contract, subject to maximum amount, as stated in the Contract Data. Clause 51 (Section 3)

36 Conciliator (Refer Section-5).

The employer proposes that CIDC–SIAC Arbitration Centre be appointed as Conciliator under the contract as provided in sub-clause 24.4 of condition of contract. If the bidder agrees with this proposal, the bidder should so state

in bid.

37 Corrupt or Fraudulent Practices

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

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

SECTION 2

FORMS OF BID, QUALIFICATION INFORMATION AND LETTER OF ACCEPTANCE

TABLE OF FORMS

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

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

Date-

Tender No. 05-C/2023

Name of Work: Development of Smart Industrial Port City at Kandla - Gandhidham - Adipur complex - Construction of compound wall at SIPC location 1, Gandhidham

To

The Executive Engineer (C),
Construction Division
Deendayal Port Authority
Room No. 129, Ground Floor,
A.O. Building Gandhidham-370201
Kutch District Gujarat-State, INDIA

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 schedule specified in the schedule of requirement in accordance with the tender document bearing no **-C/2023**
- (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'] **(Refer Section 5)**
- (d) The discounts offered and the methodology for their application are:
Discounts. If our tender is accepted, the following discounts shall apply.
Methodology of application of the discounts. The discounts shall be applied using the following method: **(Refer Section 5).**
- (e) our tender shall be valid for the period of time specified in **[ITB Sub-clause 15.1]**, from the date fixed for the tender submission deadline in accordance with **[ITB Sub-clause 20.1]**, and it shall remain binding upon us and may be accepted at any time before the expiration of that period or any extended period in accordance with **[ITB Sub-clause 15.2]**;
- (f) If our tender is accepted, we commit to submit a performance guarantee in accordance with [insert relevant clause no., ITB Sub-clause 34] for the due performance of the contract, as specified in specimen form for the purpose.
- (g) We, including any subcontractors or contractors for any part of the contract, {Insert the nationality of the Tenderer, including that of all parties that comprise the Tenderer, if the tenderer is a JV. And the nationality each subcontractor and Contractor}
- (h) We have no conflict of interest in accordance with **[ITB Sub-clause no 5]**.
- (i) Our firm, its affiliates or subsidiaries-including any subcontractors or contractors for any part of the contract – has not been declared ineligible by the port, under laws of India or official regulations in accordance with **[ITB Sub-clause no. 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 **[ITB Sub- clause 33]** and as per specimen from the purpose;
- (k) We understand that you are not bound to accept the lowest evaluated tender or any other tender that you may receive.
- (l) We also make specific note clauses of [ITB, NIT] under which the contract is governed.
- (m) In case of out station firms, having a branch in India for liaison purposes, please mention the name of the contact person and Tel. no., Fax. no., and mail-Id and also the complete postal address of the firm.
- (n) We understand that the communication made with the firm at(m),by the post shall be deemed to have been done with us.

Signed: [insert signature of person whose name and capacity are shown] In the capacity of [insert legal capacity of person signing the form of tender]

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

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

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

CONTRACTOR'S BID

Description of the works: Development of Smart Industrial Port City at Kandla - Gandhidham - Adipur complex - Construction of compound wall at SIPC location 1, Gandhidham

**BID
TO**

----- (The employer)

Address

GENTLEMEN,

We offer to execute the works described above in accordance above with the conditions of Contract accompanying this bid for the contract price of _____ (in figures)

_____ (in letters)

The advance payment required / not required as per rule

We accept the appointment of _____ as the conciliator.

OR

We do not accept the appointment of _____ as the conciliator and proposed instead that _____ be appointed as conciliator whose daily fee and biographical data are attached.

This bid and your written acceptance of it shall constitute a binding contract between us. We understand that you are not bound to accept the lowest or any bid you receive.

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

We hereby confirm that this bid complies with the bid validity and security required by the bidding documents. We attach herewith our copy of permanent account number (PAN)

Yours faithfully,

Authorized Signature:

Name& title of signatory

Name of Bidder

Address

Notes:

—

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

PRE-QUALIFICATION OF BIDDERS

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

1. Only for individual bidders:

1.1 Constitution or legal status of bidder (attach copy)

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

2. Turnover of the firm

YEAR	TURNOVER
2019-20	
2020-21	
2021-22	
Average	

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

3. Similar works

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

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

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

(A) Existing commitments and on-going works.

Description of work	Place & state	Contract no. & date	Name & address Port or Dept.	Value of contract Rs	Stipulated Period of completion	Value of remaining to be completed	Anticipated date of completion
1	2	3	4	5	6	7	8

(B) Works for which bids already submitted.

Description of work	Place & state	Name & address of port or Dept.	Value of contract Rs	Stipulated Period of completion	Date when decision is expected	Remarks if any
1	2	3	4	5	6	7

Attach certificates from the nodal officer or his nominee(s)-in-charge.

5. The following contractor's Equipment are essential for carrying out the works. The bidder should list all information requested below.

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

6. Qualification and experience of key personnel proposed for administration and execution of the contract. Attach biographical data. Refer also to sub. clause 4.3(e) of instructions to bidders and sub clause 9.1 of the conditions of contract.

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

7. Proposed sub-contracts and firms involved

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

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

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

9. Additional information bidder may like to submit

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

Dated on _____ day of _____ [insert date of signing]

LETTER OF ACCEPTANCE
(on letter paper of the port)

_____ (date)

To:

(Name and address of the contractor)

Dear Sir,

Sub: Tender no:- 05 -C/2023

**Development of Smart Industrial Port City at Kandla - Gandhidham - Adipur complex -
Construction of compound wall at SIPC location 1, Gandhidham**

Ref: Your bid dated

And [list the correspondence with the bidder]

This is to notify you that your bid dated _____ for execution of the _____ (name of the contract and identification number, as given in the instructions to bidders) for the contract price of rupees _____ (amount in words and figures as corrected and modified in accordance with the tender document is hereby accepted by the employer/Board).

You are hereby requested to furnish performance security, in the form detailed in tender document for an amount of Rs. _____ Within { _____ } days of the receipt of this letter of acceptance valid up to 28 days from the date of completion obligations expiry of taking over certificate subject to removal of defects period i.e. upto _____ and also sign the contract agreement within { _____ } days of the receipt of this letter of acceptance , failing which action as stated in the tender document will be taken.

Detailed letter of acceptance will follow.

Please acknowledge receipt.

Yours faithfully,

Authorized signature

DEENDAYAL PORT AUTHORITY

ISSUE OF NOTICE TO PROCEED WITH THE WORKS

_____dated

To
(Name and address of the contractors)

Dear Sir,

Sub: Tender no.- 05 -C/2023

**Development of Smart Industrial Port City at Kandla - Gandhidham - Adipur complex -
Construction of compound wall at SIPC location 1, Gandhidham**

Ref: Letter of acceptance no. dated

Pursuant to your furnishing the requisite security as stipulated in [clause 21 of general conditions of contract] 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 being handed over to you for execution of work in accordance with the contract documents.

Yours faithfully,

**EXECUTIVE ENGINEER(C)
DEENDAYAL PORT AUTHORITY**

SPECIMEN CONTRACT AGREEMENT

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

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

THIS CONTRACT AGREEMENT is made

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

Between

The Board of Deendayal Port of Authority, body corporate under Major Port Authorities Act, 2021 having its 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 [insert name of the contractor], [incorporated under] the laws of [country of contractor] and having its place of business at [insert: address of contractor] (hereafter called "the contractor")

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

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

In this agreement words and expressions shall have the same meanings as per respectively assigned to them in the conditions of contract refer to.

the following documents shall constitute the contract between the employer/ board and the contractor, and each shall be read and construed as an integral part of the contract:

This contract agreement;

Special conditions of contract;

General conditions of contract;

Technical requirements (including schedule of requirements and technical specifications, drawings);
Notice inviting tender;

Replies issued to the pre-bid queries, addenda if any issued [numbers and date];
The contractor's bid and original price and delivery schedules;

The employer/ board's notification of award;

[correspondence the employer/board has exchanged with the bidder till and after award of contract [specific letters and dates]]

And [add here any other documents] AND WHEREAS

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

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

manner and subject to the terms and conditions or stipulations mentioned in CONTRACT.
In consideration of the due provision, execution and completion of work by the contractor in accordance with the terms of the contract, the employer/board
does hereby agree with contractor that employer /board will pay to contractor the respective amounts for the work actually done by him ad approved by employer/board as per payment terms accepted in contract and payable to contractor under provision of contract at such manner as provided for in the contract.

In consideration of the due provision, execution and completion of work, contractor done hereby agree to pay such sums as may be due to employer/ board for the services rendered by employer/ board to contractor as set forth in contract and such other sums as may become payable to employer/ board towards loss, damage to the employer/ board's equipment, materials etc. and such payments to be made at such time and in such manner as is provided in the contract.

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

For and behalf of the employer/ board

Signed: [insert signature]

In the capacity of [insert title or other appropriate designation] In the presence of [insert identification of official witness]

For any behalf of the contractor

Signed: [insert signature of authorized representatives of the contractor] In the capacity of [insert title or other appropriate designation]

In the presence of [insert identification of official witness]

SECTION3

CONDITIONS OF CONTRACT AND SPECIAL CONDITIONS

CONDITIONS OF CONTRACT

A. General

1. Definitions

- 1.1 Terms which are defined in the Contract Data are not also defined in the Conditions Contract but keep their defined meanings Capital initials are used to identify defined terms.

The Conciliator is the person appointed jointly by the Employer and the contractor to resolve disputes in the first instance as provided for in Clauses 24 and 25. The name of the Adjudicator is defined in the Contract Data. (Refer Section 5)

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

Compensation Events are those defined in Clause 44

The **Completion Date** is the date of Completion of the Works as certified by the Nodal Officer or his nominee in accordance with Sub Clause 55.1

The **Contract** is the contract between the Employer and the Contractor to execute, complete and maintain the Works. It consists of the documents listed in Clause 2.3 below.

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

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

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

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

Days are calendar days, **months** are calendar months.

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

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

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

The **Nodal Officer** or his nominee is the person named in the Contract Data (or any other Competent person appointed and notified to the contractor to act in replacement of the Nodal Officer or his nominee) who is responsible for supervising the Contractor, Administering the Contract, certifying payments due to the Contractor, issuing and valuing Variations to the contract, awarding extensions of time and valuing the Compensation Events. Equipment is the Contractor's machinery and vehicles brought temporarily to the Site to construct the Works.

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

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

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

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

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

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

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

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

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

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

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

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

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

2. Interpretation

2.1 In interpreting these Condition of Contract, singular also means plural, male also means female or neuter and the other way around. Headings have no significance. Words have their normal meaning under the language of the Contract unless specifically defined. The Nodal Officer or his nominee will provide instructions clarifying queries about the Conditions of Contract.

2.2 If sectional completion is specified in the Contract Data, references in the Conditions of Contract to the Works, the Completion Date, and the Intended Completion Date apply to any Section of the Works (other than references to

the Completion Date and Intended Completion date for the whole of the Works).

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

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

3. Language and Law

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

4. Nodal Officer or his nominee's Decisions

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

5. Delegation

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

6. Communications

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

7. Joint Venture

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.

8. Subcontracting

- 8.1 The Contractor may subcontract with the approval of the Nodal Officer or his nominee but may not assign the Contract without the approval of the Employer in writing. Subcontracting does not alter the Contractor's obligations.

Other Contractor

- 8.2 The Contractor shall co-operate and share the Site with other contractors, public authorities, utilities, and the Employer between the dates given in the Schedule of other contractors. The Contractor shall as referred to in the Contract Data, also provide facilities and services for them as described in the Schedule. The employer may modify the schedule of other contractors and shall notify the contractor of any such modification.

9. Personnel

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

10. Employer's and Contractor's Risks

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

3.2 Employers Risks

- 3.2.1 The Employers risks are

- (a) In so far as they directly affect the execution of the Works in the country where the Permanent Works are to be executed:
 - (i) War and hostilities (whether war be declared or not), invasion, act of foreign enemies:
 - (ii) Rebellion, revolution, insurrection, or military or usurped power, or civil war,
 - (iii) Ionizing radiations, or contamination by radioactivity from any nuclear fuel, or from any nuclear waste, from the combustion of

nuclear fuel, radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof:

(iv) Pressure waves caused by aircraft or other aerial devices traveling at sonic or supersonic speeds; and

(v) riot, commotion or disorder, unless solely restricted to the employees of the Contractor or of his Subcontractors and arising from the conduct of the Works;

(vi) floods, tornadoes, earthquakes and landslides

(b) Loss or damage due to the use or occupation by the Employer of any Section or part of the Permanent Works, except as may be provided for in the Contract;

(c) Loss or damage to the extent that it is due to the design of the Works, other than any part of the design provided by the Contractor or for which the Contractor is responsible; and

(d) Any operation of the forces of nature (in so far as it occurs on the Site) which an experienced contractor:

(i) could not have reasonably foreseen, or

(ii) Could reasonably have foreseen, but against which he could not reasonably have taken at least one of the following measures.

A. Prevent loss or damage to physical property from occurring by taking appropriate measures, or

B. Insure against.

11. Contractor's risks

3.2.2 All risks of loss of or damage to physical property and of personal injury and death which arise during and in consequence of the performance of the Contract other than the excepted risks are the responsibility of the Contractor.

3.3 Insurance

3.3.1 The Contractor shall provide in the joint names of the employer and the Contractor, insurance cover from the Start Date to the

end of the Defects Liability Period, in the amounts and deductibles state in the Contract Data for the following events which are due to the Contractors risks.

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

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

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

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

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

3.14. Site Investigation Reports

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

3.15. Queries about the Contract Data.

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

3.16. Contractor to Construct the Works.

3.16.1. The Contractor shall construct and install the Works in accordance

with the Specification and Drawings.

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

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

3.18. Approval by the Nodal Officer or his nominee.

- 3.18.1. The Contractor shall submit Specifications and Drawings showing the proposed Temporary Works to the Nodal Officer or his nominee, who is to approve them if they comply with the specifications and Drawings.
- 3.18.2. The Contractor shall be responsible for design of Temporary Works.
- 3.18.3. The Nodal Officer or his nominee's approval shall not alter the Contractor's responsibility for design of the Temporary Works.

3.19. NIL

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

3.20. Safety

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

3.20 Discoveries.

- 3.20.1 Anything of historical or other interest or of significant value unexpectedly discovered on the Site is the property of the Employer. The contractor is to notify the Nodal Officer or his nominee of such discoveries and carry out the Nodal Officer or his nominee's instructions for dealing with them.

12. Possession of the Site.

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

13. Access to the Site

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

14. Instructions

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

15. Disputes (Refer Section 5)

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

16. Settlement of Disputes(Refer Section 5)

- 16.1 If a dispute of any kind whatsoever arises between the Employer and the Contractor in connection with, or arising out of the Contract or the execution of the Works, whether during the execution of the Works or after their completion and whether before or after repudiation or after termination of the Contract, including any disagreement by either party with any action, inaction, opinion, instruction, determination, certificate or valuation of the Nodal Officer or his nominee, the matter in dispute shall, in the first place be referred to the Disputes Review Board [DRD] in case of contracts valuing more than Rs.5 crores and above, and for contracts valuing less than Rs. 5 crores, the disputes will firstly be settled by the Conciliator, failing which any party may invoke arbitration clause.

Unless the Contract has already been repudiated or terminated or frustrated the Contractor shall in every case, continue to proceed with the Works with all due diligence and the Contractor and the Employer shall give effect forthwith to every decision of the Nodal Officer or his nominee unless and until the same shall be revised, as hereinafter provided, by the conciliator or in a Dispute Review Board recommendation / Arbitral Award.

16.2 Decision by Conciliator

- (1) The Conciliator shall give a decision in writing within 28 days of receipt of a notification of a dispute.
- (2) Conciliator shall be paid daily at the rate specified in the contract Data together with reimbursable expenses of the types specified in the

contract data and the cost shall be divided equally between the Employer and the contractor, whatever decision is reached by the conciliator, either party may refer a decision of the conciliator within 28 days of the conciliator's written decision. If neither party refers the disputes to arbitration within 28 days, the conciliator's decision will be final and binding.

16.3 **Arbitration clause:**

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

- i. A dispute with Dispute review expert shall be finally settled by arbitration in accordance with the Indian Arbitration and Conciliation Act, 1996, or any statutory amendment thereof. The arbitral tribunal shall consist of 3 arbitrators, one each to be appointed by the Employer and the Contractor, and the third to be appointed by the mutual consent of both the arbitrators, failing which by making a reference to CIDC-SIAC Arbitration Centre from their panel.
- ii. Neither party shall be limited in the proceeding before such arbitrations to the evidence or arguments already put before the Nodal Officer or his nominee or the Board, as the case may be, for the purpose of obtaining said recommendations/decision. No such recommendations/decision shall disqualify the Nodal Officer or his nominee or any of the members of the Board, as the case may be, from being called as a witness and giving evidence before the arbitrators or any matter whatsoever relevant to the dispute.
- iii. The reference to arbitration shall proceed notwithstanding that the works shall not then be or be alleged to be complete, provided always that the obligations of the Employer, the Nodal Officer or his nominee and the Contractor shall not be altered by reason of the arbitration being conducted during the progress of the works. Neither party shall be entitled to suspend the works to which the dispute relates, and payment to the contractor shall be continued to be made as provided by the contract.
- iv. If one of the parties fails to appoint its arbitrator in pursuance of sub-clause [i], within 14 days after receipt of the notice of the appointment of its arbitrator by the other party, then chairman of the nominated Institution shall appoint arbitrator within 14 days of the receipt of the request by the nominated institution. A certified copy of the chairman's order, making such an appointment shall be furnished to both the parties.
- v. Arbitration proceedings shall be held at, and the language of the arbitration proceeding and that of all documents and communications between the parties shall be 'English'

- vi. The decision of the majority of arbitrators shall be final and binding upon both parties. The expenses of the arbitrators as determined by the arbitrators shall be shared equally by the Employer and the Contractor. However, the expenses incurred by each party in connection with the preparation, presentation, etc. of its case prior to, during and after the arbitration proceedings shall be borne by each party itself.
- vii. All arbitration awards shall be in writing and shall state the reasons for the award.
- viii. Performance under the contract shall continue during the arbitration proceedings and payments due to the contractor by the employer shall not be withheld, unless they are subject matter of the arbitration proceedings.

17. Replacement of Conciliator (Refer Section 5)

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

1. TIME CONTROL

18. Program

- 18.1 Within the time stated in the contract data the contractor shall submit to the Nodal officer or his nominee for approval a program showing the general methods arrangements, order, and timing for all the activities in the works along with monthly cash flow forecast.
- 18.2 An update of the program shall be a program showing the actual progress achieved on each activity and the effect of the timing of the progress achieved on the timing of the remaining work including any changes to the sequence of the activities.
- 18.3 The contractor shall submit to the Nodal Officer or his nominees, for approval an updated program at intervals no longer than the period stated in the contract data. If the contractor does not submit an updates program within this period, the Nodal Officer or his nominee may withhold the amount stated in the contract data from the next payment certificate and continue to withhold this amount until the next payment after the date on which the overdue program has been submitted.
- 18.4 The nodal officer or his nominee's approval of the program shall not alter the contractor's obligations. The contractor may revise the program and submit it to the nodal officer or his nominee again at any time. A revise program is to show the effect of variations and compensation events.

19. Extension of the intended completion date.

19.1 The nodal officer or his nominee shall extend the intended completion date if a compensation event occurs, or a variation is issued which makes it impossible for completion to be achieved by the intended completion date without the contractor taking steps to accelerate the remaining work and which would cause the contractor to incur additional cost.

19.2 The nodal officer or his nominee shall decide whether and by how much to extend the intended completion Date within 21 days of the contractor asking the Nodal Officer or his nominee for a decision upon the effect of a compensation event or variation and submitting full supporting information. If the contractor has failed to give early warning of a delay or has failed to cooperate in dealing with a delay, the delay by this failure shall not be considered in assessing the new intended completion date.

20. The Early Warning Provisions shall be as per clause 32.

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

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

23. Management Meeting.

23.1 Either the Nodal Officer or his nominee or the contractor may require the other to attend a management meeting. The business of a management meeting shall be to review the plans for remaining work and to deal with matters raised in accordance with the early warning procedure.

23.2 The Nodal Officer or his nominee shall record the business of management meetings and is to provide copies of his record to those attending the meeting and to the employer. The responsibility of the parties for actions to be taken is to be decided by the Nodal Officer or his nominee either at the management meeting or after the management meeting and state in writing to all attended the meeting.

24. Early warning

24.1 The contractor is to warn the Nodal Officer or his nominee at the earliest opportunity of specific likely future events or circumstances that may adversely affect the quality of the work, increase the contract price or delay the execution of works. The Nodal Officer or his nominee may require the contractor to provide an estimate of the expected effect of the event or circumstances on the contract price and completion date. The estimates are to be provided by the contractor as soon as reasonably possible.

24.2 The contractor shall cooperate with the Nodal Officer or his nominee in making and considering proposals for how the effect of such an event or circumstance can be avoided or reduced by anyone involved in the work and in carrying out any resulting instruction of the Nodal Officer or his nominee.

24.3 The Defect Liability period for the contract shall be 12 months from the date issue of completion certificate.

2. QUALITY CONTROL

25. Identity Defects

- 25.1 The Nodal Officer or his nominee shall check the Contractor's work and notify the Contractor of any Defects that are found. Such checking shall not affect the Contractor's responsibilities. The Nodal Officer or his nominee may instruct the Contractor to search for a Defect and to uncover and test any work that the Nodal Officer or his nominee considers may have a Defect.

26. Tests

- 26.1 If the Nodal Officer or his nominee instructs the Contractor to carry out a test not specified in the specification to check whether any work has a Defect and the test shows that it does the Contractor shall pay for the test and any samples.

27. Correction of Defects

- 27.1 The Nodal Officer or his nominee shall give notice to the Contractor of any Defects before the end of the Defects Liability Period, which begins at Completion and is defined in the Contract Data. The Defects Liability Period shall be extended for as long as Defects remain to be corrected.
- 27.2 Every time notice of a Defect is given the Contractor shall correct the notified Defect within the length of time specified by the Nodal Officer or his nominee's notice.

28. Uncorrected Defects

- 28.1 If the Contractor has not corrected a Defect within the time specified in the Nodal Officer or his nominee's notice the Nodal Officer or his nominee will assess the cost of having the Defect corrected, and the Contractor will pay this amount.

3. COST CONTROL

29. Bill of Quantities

- 29.1 The Bill of Quantities shall contain items for the construction, supply, installation, testing and commissioning work to be done by the Contractor.
- 29.2 The bill of quantities is used to calculate the Contract Price. The Contractor is paid for the quantity of the work done at the rate in the Bill of Quantities for each item.

30. Changes in the Quantities

- 30.1 If the final quantity of the work done differs from the quantity in the Bill of Quantities for the particular item by more than + 25 percent provided the change exceeds + 10% of initial Contract Price, the Nodal Officer or his nominee shall adjust the rate (s), to allow for the change.
- 30.2 The Nodal Officer or his nominee shall not adjust rates from changes in quantities if thereby the initial Contract Price is exceeded by more than 15

percent except with prior approval of the Employer.

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

31. Variations.

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

32. Payment for Variations.

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

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

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

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

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

- 32.4 If there is delay in the Employer and the contractor coming to an agreement on the rate of an extra item, rates as proposed by the employer shall be payable provisionally till such time as the rates are finally determined or till date mutually agreed.

- 32.5 If the Nodal officer or his nominee decides that the urgency of varying the work prevent a quotation being given and considers not delaying the work, no

quotation shall be given, and the variation shall be treated as a Compensation Event.

33. Cashflow forecasts.

- 33.1 When the program is updated, the contractor is to provide the Nodal Officer or his nominee with an updated cash flow forecast.

34. Payment Certificates.

- 34.1 The contractors shall submit to the Nodal Officer or his nominee monthly statements of the estimated value of the work completed less the cumulative amount certified previously.
- 34.2 The Nodal Officer or his nominee shall check the Contractors' monthly statement within 14 days and certify the amount to be paid to the Contractor after taking into account any credit or debit for the month in question in respect of materials for the works in the relevant amount and under conditions set forth in sub clause 3.51.6 of the Contract Data (Secured Advance).
- 34.3 The value of work executed shall be determined by the Nodal Officer or his nominee.
- 34.4 The value of work executed shall comprise the value of quantities of the items in the Bill of quantities completed.
- 34.5 The value of work executed shall include the valuation of variations and Compensation Events.
- 34.6 The Nodal Officer or his nominee may exclude any item certified in a previous certificate or reduce the proportion of any item previously certified in any certificate in the light of later information.

35. Payments (Refer Section 5)

- 35.1 Bills shall be prepared and submitted by the Contractor, joint measurements shall be taken continuously and need to be connected with billing stage. System of 4 copies of measurements, one each for Contractor, Employer and Nodal Officer or his nominee, and signed by both Contractor and Employer shall be followed.
- 35.2 75% of bill amount shall be paid within 14days of submission of the bill. Balance amount of the verified bill should be paid within 28 days of the submission of the bill.
- 35.3 For delay in payment beyond the periods specified in 43.2 above, interest at a pre-specified rate (suggested rate **SBI PLR + 2%**) p.a as on due date of payment) should be paid.
- 35.4 Contractor shall submit final Bill within 60 days of issue of defects liability certificate. Client's Nodal Officer or his nominee shall check the bill within 60days after its receipt and return the bill to Contractor for corrections, if any 50% of undisputed amount shall be paid to the contractor at the stage of

returning the bill.

- 35.5 The Contractor should re-submit the bill, with corrections within 30 days of its return by the Nodal Officer or his nominee. The re-submitted bill shall be checked and paid within 60 days of its receipt.
- 35.6 Interest at a pre-specified rate (suggested rate SBI PLR+ 2% p.a. as on due date of payment) shall be paid if the bills is not paid within the time limit specified above.
- 35.7 If an amount certified is increased in later certificates as a result of an award by the Conciliator or an Arbitrator, the Contractor shall be paid interest upon the delayed payment as set out in this clause. Interest shall be calculated from the date upon which the increased amount would have been certified in the absence of dispute.
- 35.8 Items of the Works for which no rate or price has been entered in will not be paid for by the employer and shall be deemed covered by other rates and prices in the Contract.

36. Compensation Events (Refer Section 5)

- 36.1 The following mutually agreed Compensation Events unless they are caused by the Contractor would be applicable.
 - (a) The Employer does not give access to a part of the Site by the Site. Possession Date stated in the Contract Data.
 - (b) The Employer modifies the schedule of other contractors in a way which affects the work of the contract or under the contract.
 - (c) The Nodal Officer or his nominee orders a delay or does not issue drawings, specifications or instructions required for execution of works on time.
 - (d) The Nodal Officer or his nominee instructs the Contractor to uncover to carry out additional tests work which is then found to have no Defects.
 - (e) The Nodal Officer or his nominee unreasonably does not approve for a subcontract to be let.
 - (f) Ground conditions are substantially more adverse than could reasonably have been assumed before issuance of letter of Acceptance from the information issued to Bidders (including the Site Investigation Reports), from information available publicly and form a visual inspection of the site.
 - (g) The Nodal Officer or his nominee gives an instruction for dealing with an unforeseen condition, caused by the Employer, or additional work required for safety or other reasons.
 - (h) Other contractors, public authorities, utilities or the Employer does not work within the dates and other constraints stated in the Contract that cause delay or extra cost to the Contractor.

- (i) The advance payment is delayed.
 - (j) The effect on the Contractor of any of the Employer's Risks.
 - (k) The Nodal Officer or his nominee unreasonably delays issuing a Certificate of Completion.
 - (l) Other Compensation Events listed in the Contract Data or mentioned in the contract.
 - (m) Whenever any compensation event occurs, the contractor will notify the employer, within 14 days and provide a forecast cost of the compensation event.
- 36.2 If a Compensation Event would cause additional cost or would prevent the work being completed before the intended Completion Date, the Contract Price shall be increased and/or the intended Completion Date shall be extended. The Nodal Officer or his nominee shall decide whether and by how much the Contract Price shall be increased and whether and by how much the Intended Completion Date shall be extended.
- 36.3 As soon as information demonstrating the effect of each Compensation Event upon the Contractor's forecast has been provided by Contractor, it is to be assessed by the Nodal Officer or his nominee and the Contract Price shall be adjusted accordingly. If the Contractor's forecast is deemed unreasonable the Nodal officer or his nominee shall adjust the Contract Price based on Nodal Officer or his nominee's own forecast. The Nodal Officer or his nominee will assume that the Contractor will react competently and promptly to the event.

37. Tax (Refer Section 5)

- 37.1 The rates quoted by the Contractor shall be deemed to be inclusive of the sales and other taxes that the Contractor will have to pay for the performance of this Contract. The Employer will perform such duties in regard to the deduction of such taxes at sources as per applicable law. The rates to be quoted are exclusive of Service Tax. Contractor claims for reimbursement of service tax, as applicable on the contract on question as per provisions of service tax laws and amendments there on from time to time, will be made on submission of the documentary evidence. Service tax element will not be considered for the purpose of evaluation of bid price.

38. Currencies

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

39. Deleted

- 39.1 **NIL.**

- 39.2 To the extent that full compensation for any rise or fall in costs to the contractor is not covered by the provisions of this or other clauses in the contract, the unit

rates and prices included in the contract shall be deemed to include amount to cover the contingency of such other rise or fall in costs.

39.3 SUBSEQUENT LEGISLATION

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

40. Retention

48.1 The employer shall retain from each payment due to the contractor the proportion stated in the contract data until completion of the whole of the works.

48.2 Retention money shall be deducted at 5% from each running bill, subject to a maximum of 5 percent of the contract price. Retention money shall be refunded within 14 days from the date of payment of final bill.

49. Liquidated damages

49A. In case of delay in completion of the contract, liquidated damages (L.D) may be levied at the rate of 1/2% of the contract value per week of delay or part thereof, subject to a maximum of 10 percent of the contract price.

(i) The owner if satisfied, that the works can be completed by the contractor within a reasonable time after the specified time for completion, may allow further extension of time at its discretion with or without the levy of L.D. In the event of extension of time at its discretion with L.D, the owner will be entitled without prejudice to any other right or remedy available in that behalf per cent (1/2%) of the contract value of the works for each week or part of the week subject to the ceiling defined in sub-clause 3.49.A.

(ii) The owner, if not satisfied that the works can be completed by the contractor, and in the event of failure on the part of the contractor to complete work within further extension of time allowed as aforesaid, shall be entitled, without prejudice to any other right, or remedy available in that behalf, to rescind the contract.

(iii) The owner, if not satisfied with the progress of the contract and in the event of failure of the contractor to recoup the delays in

the mutually agreed time frame, shall be entitled to terminate the contract.

- (iv) In the event of such termination of the contract as described in clauses 3.49A(ii) or 3.49A(iii) or both the owner shall be entitled to recover L.D. up to ten per cent (10%) of the contract value and forfeit the security deposit made by the contractor besides getting the work completed by other means at the risk and cost of the contractor.
- (v) The ceiling of LD shall be 10% of the cost of work.
- (vi) In case part / portions of the work can be commissioned and 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.

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

50. Incentives or Bonus

For early completion of the contract before the stipulated date of completion work of an incentive amount @0.25% of the contract price may be paid to the contractor for every fortnight of early completion, subject to a maximum of (5%) of the contract price.

The Port, if satisfied, that the works can be completed by the contractor within a reasonable time after the specified time for completion, may allow extension of time at its discretion, by virtue of which the contractor make himself eligible for incentive, the extension shall be considered only till the actual date of completion and no incentive shall be payable. For calculation of incentive payment, contract price shall be exclusive of tender price plus taxes and duties.

51. Advance payment

The Employer shall make the following advance payments:

Mobilization Advance:

- i. Mobilization advance shall be paid upto 10% of Contract Price, payable in two equal instalments. The first instalment shall be paid after mobilization has started and the next instalment shall be paid after satisfactory utilization of earlier advance.
- ii. Construction / installation equipment advance shall be paid upto 5% of Contract Price.
- iii. Mobilization advance and Construction Equipment Advance shall be paid at SBI PLR + 2% P.A. (as on date of payment) interest at the discretion of the employer and against Bank Guarantee for such advance and against hypothecation of Construction equipment to the employer. However, availing of advance payment to be optional with the bidder exercising the option along with the tender.
- iv. Equipment advance shall be paid in two or more equal instalments. First instalment shall be paid after Construction Equipment has arrived at the site

and next instalment shall be paid after satisfactory utilization of earlier advance(s).

- v. Recovery of Mobilization and Construction Equipment advance will start when 15% of work is executed and recovery of total advance should be completed by the time 80% of the original contract work is executed.
- vi. The nodal officer or his nominee shall make advance payment in respect of materials and plant brought to site for but not yet incorporated in the work in accordance with conditions stipulated in the Contract Data.
- vii. 75% of cost of materials and plant brought to site for incorporation into the works only shall be paid as Secured Advance. Materials which are of perishable nature shall be adequately insured.

52. Performance Securities

- 52.1 Performance guarantee should be 10% of Contract price of which 5% of contract price should be submitted as Bank Guarantee, or Demand Draft within 21 days on receipt of letter of Acceptance/Intent and balance 5% recovered as Retention Money from Running Bills. Recovery of 5% Retention Money to commence from the first RA bill onwards @ 5% of the Bill Value from each bill. Retention Money will be refunded within 14 days from the date of payment of final bill. Balance SD will be refunded immediately not later than 14 days from completion of defect liability period.
- 52.2 Failure of the successful bidder to comply with the requirements as mentioned above shall constitute sufficient grounds for cancellation of the award of work and the Bidder can be disqualified from bidding for any contract with DPA for a period of three years from the date of notification.
- 52.3 The documentary evidence (copy of paid challan in government treasury) of the welfare cess @1% of the work done or as mandated by security authority from time to time, paid on final bill shall be submitted before releasing the performance guarantee if applicable.

53. Nil

54. Cost of Repairs.

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

4. FINISHING THE CONTRACT.

55. Completion

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

56. Taking over

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

57. Final Account

- 57.1 The Contractor shall supply to the Nodal Officer or his nominee a detailed account of the total amount that the Contractor considers payable under the contract before the end of the Defects Liability period. The Nodal Officer or his nominee shall issue a defects liability certificate and certify any final payment that is due to the contractor within 60 days of receiving the contractor's account if it is correct and complete. If it is not, the Nodal Officer or his nominee shall issue within 15 days a schedule that states the scope of the corrections or additions that are necessary for the correction and certify payment of 50% of the undisputed amount to the contractor.

If the final account is still unsatisfactory after it has been resubmitted the Nodal Officer or his nominee shall decide on the amount payable to the contractor and issue a payment certificate, within 60 days of receiving the contractor's revised account.

58. Operating and Maintenance Manuals

- 58.1 If "as built" Drawings and /or operating and maintenance manuals are required, the contractor shall supply them by the dates stated in the Contract Data.
- 58.2 If the contractor does not supply the drawings and /or manuals by the dates stated in the contract data, or they do not receive the Nodal Officer or his nominee's approval, the Nodal Officer or his nominee shall withhold the amount stated in the contract data from payments due to the contractor.

59. Termination

- 59.1 The employer or the Contractor may terminate the contract if the other party causes a fundamental breach of the contract.
- 59.2 Fundamental breaches of contract include, but shall not be limited to the following:
- (a) the contractor stops work for 28 days when no stoppage of work is shown on the current program and the stoppage has not been authorized by the Nodal Officer or his nominee.
 - (b) The Nodal Officer or his nominee instructs the contractor to delay the progress of the work and the instruction is not withdrawn within 28 days.
 - (c) The employer or the contractor becomes bankrupt or goes into liquidation other than for a reconstruction restructure or amalgamation.
 - (d) A payment certified by the Nodal Officer or his nominee is not paid by the employer to the contractor within 50 days of the date of the Nodal Officer or his nominee's certificate.

- (e) The Nodal Officer or his nominee gives Notice the failure to correct a particular defect is a fundamental breach of contract and the contractor fails to correct it within a reasonable period of time determined by the Nodal Officer or his nominee.
- (f) The contractor does not maintain a security which is required.
- (g) The contractor has delayed the completion of works by the number days for which the maximum amount of liquidated damages can be paid as defined in the contract data and
- (h) If the contractor, in the judgment of the employer has engaged in corrupt or fraudulent practices in competing for or in the executing the contract.
- (i) If the contractor has contravened clause 9.00 of condition of contract. For the purpose of this paragraph: "corrupt practice" means the offering, giving receiving or soliciting of anything of value to influence the action of public officials in the procurement process or in contract execution. "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the employer and includes collusive practice. Bidders (prior to or after bid submission) designed to establish bid prices at artificial non- competitive levels and to deprive the employer of the benefits of free and open competition".

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

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

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

60. Payment upon Termination.

60.1 If the contract is terminated because of a fundamental breach of contract by the contractor, the Nodal Officer or his nominee shall issue a certificate for the value of the work done less advance payments received up to the date of the issue of the certificate, less other recoveries due in terms of the contract, less taxes due to be deducted at source as per applicable law and less the percentage to apply to the work not completed as indicated in the contract data. Additional liquidated damage shall not apply if the total amount due to the employers exceeds any payment due to the contractor, the difference shall be payable to the employer.

60.2 If the contract is terminated at the employer's convenience or because of a

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

61. Property

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

62. Release from Performance.

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

5. SPECIAL CONDITIONS OF CONTRACT

1. LABOUR

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

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

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

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

nominee shall also have right to recover from the Contractor any sum required or estimated to be required for making good the loss or damage suffered by the Employer.

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

- **SALIENT FEATURES OF SOME MAJOR LAWS APPLICABLE TO ESTABLISHMENTS ENGAGED IN BUILDING AND OTHER CONSTRUCTION WORK.**

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

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

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

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

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

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

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

- (g) Payment of Wages Act 1936:- It lays down as to by what date the wages are to be paid when it will be paid and what deductions can be made from the wages of the workers.
- (h) Equal Remuneration Act 1979:- The Act provides for payment of equal wages for work of equal nature to Male and Female workers and for not making discrimination against Female employees in the matters of transfers, training and promotions etc.
- (i) Payment of Bonus Act 1965:- The Act is applicable to all establishments employing 20 or more employees. The Act provides for payments of annual bonus subject to a minimum of 8.33% of wages and maximum of 20% of wages to employees drawing Rs.3500/- per month or less. The bonus to be paid to employees getting Rs.2500/- per month or above upto 3500/- per month shall be worked out by taking wages as Rs.2500/- per month only. The Act does not apply to certain establishments. The newly set-up establishments are exempted for five years in certain circumstances. Some of the State Governments have reduced the employment size from 20 to 10 for the purpose of applicability of this Act.
- (j) Industrial Disputes Act 1947:- The Act lays down the machinery and procedure for resolution of industrial disputes, in what situations a strike or lockout becomes illegal and what are the requirements for laying off or retrenching the employees or closing down the establishment.
- (k) Industrial Employment's (Standing Orders) Act 1946:- It is applicable to all establishments employing 100 or more workmen (employment size reduced by some of the States and Central Government to 50). The Act provides for laying down rules governing the conditions of employment by the Employer on matters provided in the Act and get same certified by the designated Authority.
- (l) Trade Unions Act 1926:- The Act lays down the procedure for registration of trade union of workmen and employers. The Trade Union registered under the Act have been certain immunities from civil and criminal liabilities.
- (m) Child Labour (Prohibition & Regulation) Act 1986:- The Act prohibits employment of children below 14 years of age in certain occupations and processes and provides for regulation of employment of Children in all other occupations and processes. Employment of Child Labor is prohibited in Building and Construction Industry.

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

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

(o) The Building and Other Construction workers (Regulation of Employment and Conditions of Service Act 1996 and the Cess Act of 1996:- All the establishments who carry on any building or other construction work and employs 10 or more workers are covered under this Act. All such establishments are required to pay cess at the rate not exceeding 2% of the cost of construction as may be modified by the Government. The Employer of the establishment is required to provide safety measures at the Building or Construction work and other welfare measures, such as Canteens, First-Aid facilities. Ambulance, Housing accommodations for workers near the workplace etc. The Employer to whom the Act applies has to obtain a registration certificate from the Registering Officer appointed by the Government.

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

CONTRACTOR

EXECUTIVE ENGINEER (C)

DEENDAYAL PORT AUTHORITY

SECTION 4

CONTRACT DATA

CONTRACT DATA

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

The following documents are also part of the contract

The schedule of other contracts

The schedule of key personnel

clause reference

[8(Section-3)]

[9(Section-3)]

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

The employer is

Name:- Deendayal Port Authority,

Address: A.O Building, P. O Box No- 50, Gandhidham, (Gujarat)

Name of authorized representative is: Chief Engineer

Address: A.O Building, P.O Box No-50, Gandhidham, (Gujarat)

The nodal officer or his nominee is:

Name: Executive Engineer(C)

Address Annexe, Ground floor, A. O. Bldg, Gandhiidham

Name of authorized representative is: SDO (B&R) / Asst. Engr. / J.E.

The name and identification number of the contract is "**Development of Smart Industrial Port City at Kandla - Gandhidham - Adipur complex - Construction of compound wall at SIPC location 1, Gandhidham**".

The work consists of "Development of Smart Industrial Port City at Kandla - Gandhidham - Adipur complex - Construction of compound wall at SIPC location 1, Gandhidham".

The site possession dates shall be

Section1

Section2

Section3

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

The site is located in between Gandhidham and Adipur and is defined in drawing

(1) The defect liability period is 12 months.

The minimum insurance cover for physical property, injury and death is Rs. 10.00 Lacs (Rs. Ten Lacs) per occurrence with the number of occurrences limited to four. After each occurrence, contractor will pay additional premium necessary to make insurance valid for four occurrences always.

The following event shall also be compensation events:(44)

1. The employer terminates the contract for his convenience

2. _____.

3. _____.

4. _____.

The period between programme updates shall be **15** days (27)

The amount to be withheld for late submission of an updated programme shall be **Rs.5.000/-**. (27)

The language of the contract documents is English (3)

The law, which applies to the contract, is law of union of India (3)

The currency of the contract is Indian rupees. (46)

Fees and types of reimbursable expenses to be paid to the Dispute Review Expert (25)

Appointing authority for the conciliator CIDC–SIAC Arbitration Center
Is DEENDAYAL PORT AUTHORITY (26)

The Formula(e) for adjustment of price are as per Section-3 Clause no. 47

SECTION 5

SPECIAL CONDITION AND SPECIFICATIONS

Name of work: Development of Smart Industrial Port City at Kandla - Gandhidham - Adipur complex - Construction of compound wall at SIPC location 1, Gandhidham

SITECONDITIONS AND SPECIFICATIONS

- 1) The provision in special condition which form a part of contract shall have precedence over those specified in the conditions of contract in case of diversity, if any.
- 2) The following clauses will **not applicable**.

Section 1

- **Clause No. 4.1c,4.1d,4.1e,4.1g**
- **Clause No. 4.2j**
- **Clause No.4.4,4.5, 4.3 v**
- **Clause No.5.2**
- **Claus No.8.2, 9.2**
- **Clause 19 However, bidder has to submit tender and its accompaniments duly signed on or before 7 days from the date of opening of tender.**
- **Clause No. 18.2,**
- **Clause No.22.2,22.5**
- **Clause No.23.2,23.3**
- **Clause No.27.1,27.2**
- **Clause No.36, 35**

Section 2

SPECIMEN FOR FORM OF BID

Clause (c) (d) & (g)

CONTRACTOR'S BID

- The Advance Payment
 - We accept the appointment of _____ as the conciliator. (Not applicable)
- OR
- We do not accept the appointment of _____ as the conciliator and proposed instead that _____ be appointed as conciliator whose daily fee and biographical data are attached. (Not Applicable).

Pre-qualification of bidder

- Table 5,6 & 7

Section 3

- **Para 2 of Clause 1.1**
- The Conciliator is the person appointed jointly by the Employer and the contractor to resolve disputes in the first instance as provided for in Clauses 24

and 25. The name of the Adjudicator is defined in the Contract Data.

- **Clause 7, 8 , 9**
- **Clause:24,25,26, 43.2,43.3,43.4,43.5,43.6,43.7,44,45,**
- **Clause 50,47.0,51,49(vi)**

Section 4

- Schedule of other contract & Schedule of key Personnel
- Conciliator is not applicable under Contract Data
- Companssation event
- formula for price adjustment

Section 6

- FORMS FOR DISPUTE REVIEW BOARD AGREEMENT.
- Exception and Deviation
- BG for advance / Stage Payment.

3) Arbitration

The existing arbitration clause (Clause No. 25 of settlement of disputes by arbitration) of the General Conditions of contract for works may be replaced by the following:

- (i) Except where otherwise provided in the contract all questions and disputes relating to the meaning of the specifications, designs, drawings and instructions here in before mentioned and as to the quality of workmanship or materials used on the work or as to any other question, claim, right, matter or any other thing what so ever, in any way arising out of or relating to the contract, design, drawings, specifications, estimates, instructions, orders or to the conditions or otherwise concerning the works or regarding the execution or failure to execute the same whether arising during the progress of work or after the completion thereof as described here in after shall be referred to the Chairman for sole arbitration by himself or by any officer appointed by him.
- (ii) It will be no objection to any such appointment that the arbitrator is an employee of the Board or the Government, that he had to deal with the matter to which the contract relates and that in course of his duties as an employee of the Board or the Government, he had expressed views on all or any of the matters in dispute or of different.
The arbitrator, who has been dealing with the arbitration case, being transferred or vacating his office or in the event of his death or being unable to act for any reason, the Chairman then holding the office shall arbitrate himself or appoint any officer to act as arbitrator.
- (iii) It is also a term of the contract that no person other than the Chairman himself or any officer appointed by him shall act as arbitrator.
- (iv) It is a term of the contract that only such question and disputes as were raised during progress of work till its completion and not thereafter shall be referred to arbitration. However, this would not apply to the questions and disputes relating

to liabilities of parties during the guarantee period after completion of the work.

- (v) It is a term of the contract that the party invoking arbitration shall give a list of disputes with amounts of claim in respect of each said disputes along with the notice seeking appointment of arbitrator.
 - (vi) It is also a term of the contract that if the contractor does not make any demand for appointment of arbitrator in respect of any claims/disputes in writing, as aforesaid, within 120 days of receiving the intimation from the Nodal officer or his nominee that the final bill is ready for payment, the claim of the contractor shall be deemed to have been waived and absolutely barred and the Port AUTHORITY shall be discharged and released of all liabilities under the contract in respect of these claims.
 - (vii) It is also a term of the contract that the arbitrator shall adjudicate only such disputes/claims as referred to him by the appointing authority and give separate award against each dispute/claim referred to him. The arbitrator will be bound to give claim wise detail and speaking award and it should be supported by reasoning.
 - (viii) The award of the arbitrator shall be final, conclusive and binding on all the parties to the contract.
 - (ix) The arbitrator from time to time, with the consent of both the parties, enlarge the time for making and publishing the award.
 - (x) Arbitration shall be conducted in accordance with the provision of Indian Arbitration Act, 1996 or any statutory modifications or re-enactment thereof and rules made there under and for the time being in force shall apply to the arbitration proceedings under this clause.
 - (xi) It is also a term of the contract that if any fees are payable to the arbitrator, this shall be paid equally by both the parties.
 - (xii) It is also a term of the contract that the arbitration shall be deemed to have been entered on the reference on the date he issued the first notice to both the parties calling them to submit their statement of claims and counter statement of claims.
 - (xiii) Venue of the arbitration shall be such place as may be fixed by the arbitrator at his sole discretion".
- 4) The tenderers are expected to have full knowledge of the site of work and local working conditions in the site/colony area before submitting the tenders. The Engineer-in-Charge will after issue of work order will give to the contract or possession of so much of the site as in the opinion of Engineer-in-Charge may be required to enable the contractor to commence and proceed with the construction of work and will from time to time as the works proceed give to the contractor possession of such portion of the site as may in the opinion of Engineer-in-Charge be required to enable the contractor to proceed with construction works without interruption of the work in accordance with the requirement. However, all efforts will be made to hand over entire clear site at the time of starting of work. No claims/disputes about idling of power machineries and hot mix plant etc. what-so-ever for handing over the site of work late for starting the work shall be entertained.
- 5) If the contractor suffers any delay the Engineer-in-Charge may grant at his discretion an extension of time for completion of work. However, no claims/disputes etc. arising out of extension of time so granted shall be entertained.
The contractor while filling up their rates in the tender should consider the above aspects.
- 6) The layout and levels of all structures etc. shall be made by the Contractor at his

own cost from the nearby existing structures/facilities and benchmark reference pillar, as directed by the Engineer-in-Charge. He shall give all help with instruments, materials, and men to the engineer-in-Charge for checking the detailed layout and correctness of the layout and level. The approval of the Engineer-in-Charge shall not be deemed to imply any warranty and shall not relieve the contractor of his sole responsibility in carrying out the work correctly.

- 7) Workmanship shall be the best possible quality and all work shall be carried out by skilled workmen except for those which normally require unskilled persons. If the laws of the local Government/Municipal or other authority require the employment of licensed or registered workmen for various trades, the contractor shall arrange to have the work done by such licensed/registered personnel.
- 8) If required before commencement of work the Engineer and the Contractor shall jointly survey and record all required ground levels on the site. The Contractor shall supply all necessary equipment and attendance for carrying out such surveys. The contractor shall prepare record drawings showing the agreed levels which shall be signed by the Engineer and the Contractor.
- 9) All materials to be used in the works shall be subjected to inspection and test. Samples of all materials, proposed to be used, in the permanent works shall be submitted to the Nodal officer or his nominee for approval before those are brought to site.
- 10) Samples required for approval and testing must be supplied allowing sufficient time for testing and approval, due allowance being made for the fact that if the first samples are rejected further samples shall be required. Delay in the execution of work due to late submission of samples will not be acceptable as -a reason for delay in the completion of the works.
- 11) Materials shall also be tested on the site and those may be rejected if found not suitable or not in accordance with the specifications notwithstanding the results of tests at the contractor's work or elsewhere or of test certificates or of any approval given earlier. Approved make list attached.
- 12) The work shall be carried out in accordance with the best standards of workmanship and to entire satisfaction of Engineer-in-Charge.
- 13) An order book is to be maintained by the contractor at the site of work and orders and instruction written in the order book shall be deemed to have been legally issued to the contractor and the contractor shall sign each entry in the order book as a token of having seen the same. The order book shall be property of the Board and shall be handed over to the Engineer-in-Charge of the work in good condition after the completion of the work or whenever required by the Engineer-in-Charge.
- 14) The contractor shall be required to execute the work in such a way so as not to cause any damage, hindrance or interference with port activities going on in the area or nearby. He should not also deposit the materials at such places which may cause inconvenience to the public and the work going on in the nearby area.
- 15) The contractor shall have to make good all damages done by him to the structures nearby while executing the work and no extra payment shall be made to him on that account.
- 16) All the materials required to be used in the work shall have to be got approved from the Engineer-in-Charge before use, before stacking at the site of work.

- 17) For the purpose of measurements, the method prescribed in the 'Indian Standard' specifications shall be applicable in addition to those prescribed in Boards Schedule of Rates unless stated otherwise stated in contract. In case of any ambiguity the decision of the Engineer-in-charge shall be final.
- 18) The notes and data's furnished in Deendayal Port Authority, Schedule of Rates in force will be considered for measurement purpose in the case of lead, weight, allowance for voids etc. of the materials.
- 19) All the labour acts, rules and regulations in force from time to time are to be followed by the contractor.
- 20) The contractor shall have to obtain necessary license from the Assistant Labour Commissioner (Central) Gopalpuri in case he has to engage 10 or more workers on any day during the execution of work.
- 21) Barricading, including proper lighting arrangement in the night at the required places shall have to be provided by the contractor at his own cost, including necessary arrangements for proper movement of traffic by carefully maintained approaches and road diversions with suitable sign boards for indications of road signs etc. as directed by the Engineer-in-Charge.
- 22) Income tax deduction at applicable rates and surcharge as applicable there on shall be made while making the payment to the contractor for carrying out the work and only net amount shall paid as directed by the Central Board of the direct taxes, Ministry of Finance, Government of India.
- 23) GST Registration should be invariably mentioned in the bid / tender⁸, failing which the bid / tender will be treated as non-responsive and liable to be discharged.
- 24) GST & PAN No. may be furnished with documentary evidence along with the Tender Documents.
- 25) The rates quoted by the Contractor shall be exclusive of GST. The contractor shall quote prevailing GST rate separately which shall be reimbursed by DPA after ascertaining necessary compliance as per Goods & Service Tax-2017. The contractor shall have valid GST registration number to be become eligible for participating in the bid. All other duties, taxes, cesses applicable if any, shall be borne by Contractor.
- 26) All the work until handed over to the Engineer-in-Charge shall stand at the risk of the contractor who shall be responsible to make good at his own cost. All the losses and damage caused by or due to fires, weather, tides or any other reasons. Contractor shall hand over the work in good order and conditions and in conformity in every respect with the requirements of the contract. Each concrete road will be taken over for use on completion as per decision of Engineer-in-charge.
- 27) All the grass, shrubs, plants and foreign matter etc. in the alignment of the site and within the site of work shall have to be cleared, if required without any extra cost.
- 28) During the execution of work the contractor shall employ only such persons who are careful, perfectly skilled and experienced in his field of work. The Engineer-in-Charge shall be at liberty to object and ask the contractor to remove from the work any person employed by the contractor for execution of work, in the opinion of Engineer-in-Charge, misconducts or he is found negligence in the proper performance of his duties as such persons shall not be again employed on the work without permission

of Engineer-in-Charge.

- 29) All the precautions regarding the safety of the work shall have to be taken and the instruction of Engineer-in-charge in this respect shall have to be followed strictly.
- 30) The Engineer-in-charge may delete any number of items included in his tender(contract)withoutassigninganyreasonsandwithoutanyfinancialliability.
- 31) All the tools, plants, scaffolding, ladder etc. and other machinery etc. required temporary for the purpose of execution of work will have to be arranged by the contractor at his own cost, and storing of such tools, plants etc. will have to be made by him.
- 32) The contractor has to make his own arrangement for the storage of materials at site or work.
- 33) Unless otherwise specifically mentioned the rates quoted for all items includes for all lead and lift and no extra claims shall be entertained on this account.
- 34) For execution of work, contractor has to construct temporary offices, store, labour room toilet etc. at his own cost. Nothing will be paid for this purpose and on completion of the work, before handing over the site contractor has to dismantle all these temporary structures erected by him. Completion certificate will be issued only after compliance of above aspect.
- 35) The contractor shall have to obtain quarry permits from the office of the Geologist, Department of Geology and Mines, Bhuj-Kutch before quarrying any secondary materials like Quarry spall, crushed metal, sand, earth, murrum, rubble etc.
- 36) All the royalties of materials, quarry fees, octroi, wharfage charges, any taxes etc. are payable by the contractor directly to the authority concerned and the rates quoted shall be deemed to be inclusive of all such charges.
- 37) All royalties of materials, quarry fees, etc., payable by the contractor directly to the Authority concern and rates tendered shall be deemed to be inclusive of all charges. Before claiming security deposit, contractor shall produce "No dues certificate" from the Geologist, Geology and mining department, Bhuj.
- 38) The working drawings of the proposed works shall be supplied to the contract or during the progress of works as and when found necessary by Engineer-in-charge and decision of Engineer-in-charge regarding requirement of detailed drawings shall be final and binding to the contractor and no claims/disputes what-so-ever regarding non-availability of drawings shall be entertained.
- 39) The contractor shall not deposit and store any materials in such a way so as not to cause inconvenience to the Port users and hindrance in the port activities.
- 40) Nothing extra shall be paid for change of quarry against lead etc.
- 41) Though the drawings to be supplied will be exhaustive the decision of the Engineer-in-charge regarding any change in the drawings shall be final and binding to contractor and no dispute/claim regarding extra payment shall be allowed on account of such changes.
- 42) The tenderer shall examine carefully the condition of contract, specifications and drawings etc. before submitting the tender. He shall also visit and inspect site of work and acquaint himself with all local condition in the cargo jetty of port,

availability of construction materials and labours, nature of soil and working condition at and around the site before submitting the tender. No dispute/claims what-so-ever shall be entertained for the work of any nature arising out of local conditions.

- 43) If available, electric supply will be given by D.P.A., otherwise the contractor has to make his own arrangement for electric supply. The charges for electric supply consumption will be borne by contractor as per prevailing rates of DPA.
- 44) **FORCE MAJURE:** This will be restricted to acts of God only.
- 45) During the execution of works dewatering manually or by pumping is to be done by the contractor at his own cost, if found necessary and no claim on this account shall be entertained.
- 46) As per site condition the approach etc. will be required which the contractor shall provide & maintain at his own cost. Contractor shall consider these aspects while quoting the rates in tender. Nothing extra will be paid for the same.
- 47) The Defect Liability period for the contract shall be 12 months from the date issue of completion of work.
- 48) All works within the scope of this Tender must be completed within a period of 11 months from the date of written order of the Engineer-in-charge to commence the work.
- 49) Deendayal Port reserves the right to accept or reject any or all the tender without assigning any reason whatsoever.
- 50) Deleted.
- 51) It must be clearly understood that the rates quoted in the tender are to include for everything required to be done as per instructions for tendering, conditions of contract, specifications and drawings referred to therein and also for all such work as is necessary for the proper completion of the works although specifically mention thereof may not have been made in the tender schedule, specification or drawings, the rates are for works in-situ should be inclusive off all incidentals necessary for carrying out the "Works".
- 52) The Contract is liable to be cancelled in case either contractor himself or any of his employees if found to be Engineer of Gazetted rank of Government Officer, employee an Engineering Department of Government of India or Deendayal Port Authority within two years of retirement and do not process the permission from the concerned authority for working as contractor or his employee or his employee.
- 53) The Tenderers are not expected to make any post tender modification. Hence, the tenderers should not make any correspondence regarding the tender after submission of the same on due date and time. No cognizance of any correspondence shall be taken and if Tenderers persists with the same necessary action will be initiated against him. All the tenders received on or before the due date and time shall be opened, if otherwise found in order.
- 54) In the case of discrepancy between the schedule of quantities, the specification and/or the drawings, the following order of preference shall be observed:-
 - i) Description of schedule of quantities.
 - ii) Particular specification and special condition, if any.

- iii) Drawings.
- iv) C.P.W.D. specifications.
- v) Indian standard specifications of B.I.S.

- 55) While evaluating the tender, due regard will be paid to national defense.
- 56) The cubes casted at site shall be brought to Port Laboratory, Deendayal for testing by the contractor at his own cost and test results shall conform to IS 456 (latest edition). Testing charges of the cubes for 28 days test only shall be born by the contractor. If the result is not satisfactory the concrete work will have to be dismantled and re done by the contractor at his own cost.
- 57) The Engineer-in-charge reserves the right to ask the contractor to cast additional c.c. cubes at the different stages of works for testing, if required at 3/7 days period. No separate payment shall be made to the contractor on account of the cost of the labour and materials required for casting of the cubes required for 3/7 days testing. The testing charges for these cubes shall be borne by Department.
- 58) The Engineer-in-charge reserves the right to make necessary changes in the diameter of bars provided in the drawings and no claims what-so-ever on account of change in diameter of bars will be entertained.
- 59) The concrete work to be used for RCC works shall be made of the graded machine crushed trap stone metal, and it should be from approved quarry. Mechanical appliances such as concrete mixer, vibrator etc. shall be used for mixing, consolidation etc of the concrete.
- 60) Concrete cover block with binding wire shall be used in all RCC works of standard size as directed by the Engineer-in-charge, c.c. Cover block should be well cured for at least seven days before use- No extra cement, labors, binding wire will be paid for casting of c.c. Cover block—No stones or kapchi has to be used instead of cover blocks.
- 61) Though the drawings to be supplied will be exhaustive the decision of the Engineer-in-charge regarding any change in the drawings shall be final and binding to contractor and no dispute/claim regarding extra payment shall be allowed on account of such changes.
- 62) The stone metal 20 to 40 mm, 40 to 60 mm, crush metal and sand shall be from approved quarries.
- 63) The mixing of concrete shall be done in a mixer of approved type which will ensure a uniform distribution of material throughout the mass so that mix is uniform min colour and homogenous.
- 64) Batching of all aggregates shall be done as per IS -383. All batching material such as coarse aggregates, sand etc. shall be weighed in weigh batchers conforming to I.S.2722 as per approved mix design.
- 65) In case of Nominal Mix of concrete volumetric batching shall be adopted and only steel/wooden Farm as of appropriate size shall be used for concreting.
- 66) The grading of sand shall be as per IS-2386(Part-II) for concrete works, as per IS-2116-1980 for masonry works and as per IS-

1542-1977 for plastering works.

- 67) The mixer shall be equipped with approved water measuring device capable of accurate measurement of water required per batch. The mixer shall preferably be equipped with a mechanically operated pump for filling the mixer tank or suitable arrangement as approved by Engineer-in-Charge.
- 68) The strength of concrete shall be determined by compressive strength test. Forth is purpose during the progress of the work cube samples shall be cast for testing at 7 days and 28 days.
- 69) Stripping of Form work shall be done as per relevant clause in IS 456-2000. No dispute/claims shall be entertained on account of this.
- 70) The form work shall be jointed neatly and shall be set exactly to the required grade and alignment.
- 71) The form work shall be made up from either MS plate or waterproof plywood of good quality. The rate shall include the cost of materials and labour for the operations involved such as:
 - a. Splayed edges, notching allowances for overlaps and passing at angles, battens, centering, shuttering, strutting, propping, bolting, nailing, wedging, easing, striking and stripping of the same.
 - b. Filletting to form stop-chamfered edges or splayed external angles not exceeding 20 mm. width.
 - c. Dressing with oil to prevent adhesion of concrete with shuttering.
 - d. Raking or circular cutting.
- 72) All the form work shall be inspected by the Engineer-in-charge and their suitability ascertained the form shall be thoroughly scraped, cleaned before reusing the same.
- 73) Water used for mixing and curing shall be clear and free from injurious amount of oil, acids, alkalies, salts sugar, organic materials or other substances that may be deleterious for concrete and steel shall be brought by the contractor. Nothing extra shall be paid on this account.
- 74) Unpurified potable water is generally considered suitable for mixing and curing. Mixing and curing with seawater shall not be permitted in any cost.
- 75) Periodically samples of water shall be tested as per IS-3025.
- 76) The Batching Plant shall comply the requirements laid down in the IS-4925 and its latest amendments.
- 77) The Mixer Machine shall be as per IS-1791 and IS-12119.
- 78) The mechanical Vibrator shall be as per IS-2505 for immersion vibrator, as per IS-2506 if Screed Board Vibrator and as per IS 4656 if Form Vibrator and its latest revision.
- 79) There enforcement bending and laying shall be done as per the

requirements laid down in IS-2502 and its latest revision.

- 80) The Construction joints in concrete should comply with IS-11817.
- 81) Jungle cutting shall comprise uprooting of rank vegetation, grass, brush wood, shrubs, stumps, trees and saplings of girth upto 30 cm measured at a height of one meter above ground level. Where only clearance of grass is involved, it shall be measured and paid for separately.
- 82) The Header Stone having length at about 3 times its height shall be used. This stone shall have star mark for easy identification and at least one bond stone or set of bond stones shall be provided for every 0.5 m² of the area of wall surface.
- 83) In all type of Stone masonry works face joints shall not be more than 20 mm in thick.
- 84) The average water absorption for the bricks shall not be more than 20% by weight of bricks and also the rating of efflorescence of bricks shall not more than moderate.
- 85) The thickness of all types of joints including brick wall joints and cross joints shall be such that four course and three joints taken consecutively shall measure as follows:
 - (i) In case of modular bricks confirming to IS-1077-1986 equal to 39 cm.
 - (ii) In case of non-modular bricks, it shall be equal to 31 cm.
- 86) M.S. grills, gates etc. shall be scraped and cleaned before painting. No extra payments will be made for the same.
- 87) Synthetic enamel paint of approved colour and shade shall be of Asian Paints, IEL Ltd., Berger paint, Nerolac or equivalent make, as approved by Engineer in-charge.
- 88) The leakage if any after the testing of joints of pipeline and fittings shall be made good by the contractor at his own cost. The contractor shall not refill the trenches before carrying out the testing of pipelines.
- 89) Unless otherwise specified rates quoted shall be for the work upto height 20 Mtrs. From ground level and nothing extra shall be payable on this account.
- 90) Payment of MS grills shall be made on actual weighment basis or theoretical calculation of sections whichever is less.

91) Deadline for submission of the Bids

Bids must be received by the Employer in on-line system at website <https://kpt.nprocure.com> not later than 16:00 Hrs. on __/__/2023 in the event of

the specified date for the submission of bids being declared a holiday by the Employer. The bids will be received upto the appointed time on the next working day.

The Employer may extend the deadline for submission of bids by issuing an amendment in accordance with Clause 9, in which case all rights and obligations of the Employer and the bidders previously subject to the original deadline will then be subject to the new deadline.

At the time of submission of the tender document, the tenderer shall give an undertaking that no changes have been made in document. The uploaded version of the Port Tender Document will be treated as authentic tender and if any discrepancy is noticed at any stage between the Port's tender document and the one submitted by the tenderer, the conditions mentioned in the Port's uploaded document shall prevail. Besides, the tenderer shall be liable for legal action for the lapses.

92) BILLS TO BE SUBMITTED MONTHLY

A Bill shall be submitted by the contractor each month on or before the date fixed by the Engineer-in-charge for all works executed in the previous month, and the Engineer-in-charge shall take or cause to taken the requisite measurement for the purpose of having the same verified, and the claim, as far as admissible, adjusted as far as possible, before the expiry often days from the presentation of the bill. If the contractor does not submit the bill within the time fixed as aforesaid, the Engineer-in-charge may depute within seven days of the date fixed as aforesaid, subroutine to measure up the said work in the presence of the contractor whose counter signature to the measurement list will be sufficient warrant, and the Engineer-in-charge may prepare a bill from such list.

93) Contractor to be given a week to file objections to the measurements recorded by the Department.

Before taking measurement of any work as has referred to in Clause 6,7,and 8 hereof, the Engineer-in-charge or a subordinate deputed by him shall give reasonable notice to the contractor if the contractor fails to attend at the measurements after such notice of fails to countersign or to record the difference within a week from the date of measurement in the manner required by the Engineer-in charge then in any such event the measurement taken by the Engineer-in-charge or by the subordinate deputed by him as the case maybe shall final and binding on the contractor and the contractor shall have no right to dispute the same

94) BILLS TO BE ON PRINTED FORMS

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

95) PAYMENT OF CONTRACTOR'S BILL TO BANK

Payments due to the contractor may, if so desired by him be made to his bank instead of direct to him, provided that the contractor furnishes to the Engineer-in-charge (1) an authorization in the form of a legally valid document such as a power of attorney conferring authority on the bank to receive payment and (2) his own acceptance of the correctness of the account made out as being due to him by the Board or his signature on the bill or other claim, preferred against the Board before settlement by the Engineer-in-charge of the account or claim by payment to the bank, while the receipt given by such bank shall constitute a full and sufficient discharge for the payment the contractor should, wherever possible, present his bills duly receipted and discharged through his bankers. Nothing here in contained shall operate to create in favour of the any rights of equities vis-à-vis the Board.

96) INFORMATION AND INSTRUCTIONS FOR CONTRACTORS FOR E-TENDERING FORMING PART OF NIT AND TO BE POSTED ON WEBSITE.

1. Information and instructions for Contractors will form part of NIT and to be uploaded on website.
2. The intending bidder must have class-III digital signature to submit the bid.
3. The Bid Document as uploaded can be viewed and downloaded free of cost by anyone including intending bidder. But the bid can only be submitted after uploading the mandatory scanned documents such as **Tender Fee, and EMD UTI Number in Preliminary Bid shall not be considered responsive, and their technical and price bid will not be opened.**
4. Bidders may modify or withdraw their bids before last date and time of submission of bid as notified.
5. While submitting the modified bid, contractor can revise the rate of one or more item(s) any number of times (he need not re-enter rate of all the items) but before last time and date of submission of bid as notified.
6. On opening date, the contractor can login and see the bid opening process. After opening of bids, he will receive the competitor bid sheets.
7. Contractor can upload documents in the form of JPG format and PDF format.
8. It is mandatory to upload scanned copies of all the documents including GST registration certificate as stipulated in the bid document. If such document is not uploaded his bid will become invalid and cost of bid document shall not be refunded.
9. If the contractor is found ineligible after opening of bids, his bid shall be come in valid, and cost of bid document shall not be refunded.
10. If any discrepancy is noticed between the documents as uploaded at the time of submission of bid and hard copies as submitted physically

by the contractor the bid shall become invalid and cost of bid document shall not be refunded.

11. Certificate of Financial Turn Over: At the time of submission of bid contract or may upload Affidavit/Certificate from CA mentioning Financial Turnover of last 3 (three) years or for the period as specified in the bid document and further details if required may be asked from the contractor after opening of technical bids. There is no need to upload entire volume in balance sheet.
12. Contractor must ensure to quote rate of each item. If any cell is left blank and no rate is quoted by the bidder, rate of such item shall be treated as "0"(ZERO).
13. The Draft information and instructions to Contractors may be modified suitably by NIT approving authority as per requirement.
14. All the mandatory document required/prescribed for pre-qualification have to be enclosed by the bidder failing which his offer shall be rejected and treated as non- responsive. However, additional documents required if any for verification of the original documents shall be submitted by the bidder if required by DPA.

List of Documents to be scanned and uploaded with in the period of bid submission:

- I. EMD/ tender fee.
- II. Integrity Pact
- III. Documents in support of minimum Qualification criteria as per Clause no. 4.3 and bid capacity clause no. 4.6.

97) Insurance of equipments

- (1) The contractor shall insure, at his cost, the plant and machinery for which mobilization advance is sought and given, for a sum sufficient to provide for their replacement at site.
- (2) Any amount that is not recovered from the insurers shall be borne by the contractor.

98) Construction of Site Offices and QA Labs

Site offices shall be constructed by the contractor to facilitate working at site and to provide necessary facilities for maintenance of site records, drawings, plans, approved samples, codes and specifications, copy of agreement and detailed estimate etc.

In some contracts a provision is kept for construction of site office for client and facility of conference room etc to conduct review meetings and coordination meetings, etc. at site.

Along with site office the QA Lab need to be established for immediate testing of materials and design mix of concrete, soil parameters etc. if required, as directed by the E-I-C. This would depend on the nature of work and should be considered in the tender for works costing more than 2 crores, in

which it would be necessary. The tests should be carried out in the presence of JE & AXEN/AEN and test checked by the E-I-C.

99) Payment of Final Bill

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

100) Refund of performance guarantee

SD will be refunded immediately not later than 14 days from completion of defect liability period.

101) Removal of rejected/sub-standard materials

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

102) Deviation in quantities

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

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

103) Deriving the Market rates:

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

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

market rates considering the reply of contractor.

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

- 104) DPA shall engage the third-party Inspection agency for quality assurance separately. The Contractor has to co-operate to the Third-party Inspection agency representative in his duties related to this work. 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.
- 105) Prospective bidders may raise query relating to bidding condition, bidding process and/or rejection of its bidding for rejecting a tender or non-issuing a tender to prospective bidder will be disclosed where written enquiries are made by the concerned bidder.
- 106) Tenders with any condition, including conditional rebates, shall be rejected. However, tenders with unconditional rebate will be acceptable.

107) INTEGRITY PACT

- The bidder has to execute Integrity Pact agreement with DEENDAYAL PORT AUTHORITY (As per Appendix) Shri S K Sarkar, IAS (Retd.) and Shri Saurabh Chandra, IAS(Retd.) Has been nominated as Independent External Monitor for Integrity Pact. Whose address is as under :

(1) Shri S.K.Sarkar, IAS (ReRD.)
B-104, Nayantra Aptt.,
Plot No.08-B, Sec-07, Dwarka,
New Delhi – 110 075
Mobile No. 98111 49324
Email :- sksarkar1979@gmail.com

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

- 108) “Pre-contract Integrity Pact Agreement (asper agreement form enclosed) duly signed by the bidder and two witnesses need to be scanned and uploaded in the preliminary bid failing which the Bid will be considered as non-responsive.”
- 109) Deleted.

110) Special condition in respect of cement.

- (1) The contractor shall procure 53 grade (conforming to IS 269-1989) OPC cement, as required in the work, from reputed manufacturers of cement having a production capacity not less than one million tons or more per annum as approved by the Ministry of Industry, Government of India,

and holding license to use ISI certification mark for their product.

- (2) The supply of cement shall be taken in 50 kg. bags bearing manufacturer's name, date of manufacturing, batch number and ISI marking. The cement shall be brought at site in bulk supply of approximately 50 tons or as decided by the Engineer-in-charge. The **cement godown of the capacity to store a minimum of 200 bags** of cement shall be constructed by the contractor at site of work for which no extra payment shall be made. In case of big projects with mass consumption of cement, the same can be brought in Silos.
- (3) Samples of cement arranged by the contractor shall be taken by the Engineer-in-charge and got tested in accordance with provisions of relevant BIS codes. In case the test results indicate that the cement arranged by the contractor does not conform to the relevant BIS codes, the same shall stand rejected, and it shall be removed from the site by the contractor at his own cost within a week's time of written order from the Engineer-in-charge to do so. The cement shall be used on the work only after satisfactory test results have been received. The contractor shall supply free of charge the cement required for testing including its transportation cost to testing laboratories. The cost of tests shall be borne by the contractor.
- (4) Double lock provision shall be made to the door of the cement godown. The keys of one lock shall remain with the Engineer-in-Charge or his authorized representative and the keys of the other lock shall remain with the contractor. The contractor shall be responsible for the watch and ward and safety of the cement godown. The contractor shall facilitate the inspection of the cement godown by the Engineer-in-Charge at any time.
- (5) The actual issue and consumption of cement on work shall be regulated and proper accounts maintained as provided in the contract. The theoretical consumption of cement shall be worked out as per procedure prescribed in the contract and shall be governed by conditions laid therein. In case the cement consumption is less than theoretical consumption including permissible variation, recovery at the rate so prescribed shall be made. In case of excess consumption, no adjustment need be made.
- (6) The damaged cement shall be removed from the site immediately by the contractor on receipt of a notice in writing from the Engineer-in-charge. If he does not do so within 3 days of receipt of such notice, the

Engineer-in-charge shall get it removed at the cost of the contractor.

- (7) The cement procured by the contractor should not have aged more than 6 weeks. The original bills for verification to this effect shall be submitted with every bill of measurement.

111) SECURITY DEPOSIT

Performance guarantee shall be 10% of Contract price of which 5% of contract price should be submitted as Bank Guarantee, or Demand Draft within 21 days of receipt of Letter of Acceptance and balance 5% recovered as Retention Money from Running Bills. Recovery of 5% of Retention Money to commence from the first bill onwards @ 5% of bill value from each bill. Retention Money be refunded within 14 days from the date of payment of final bill. Balance SD to be refunded immediately not later than 14 days from completion of defect liability period.

Failure of the Successful Bidder to comply with the requirements as mentioned above shall constitute sufficient grounds for cancellation of the award of work and forfeiture of bid security and/or the bidder can be disqualified from bidding for any contract with DPT for a period of three years from the date of notification.”

112) SETTING OUT

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

The Contractor shall carefully protect and preserve all benchmarks, site rails, pegs and other things used in setting out the works to the approval of the Engineer-in-Charge.

113) NOTICE OF ADDRESS

The Contractor shall notify in writing to the Engineer an address at Gandhidham/Adipur for the service on the Contractor any communication or any notice to be given to him under the Contract and any such notice/communication to the Contractor shall be deemed to be duly served if sent by registered post to or left at such address or if delivered to the agent or representative of the Contractor. Any notice/communication to

the Contractors shall also be deemed to be duly served if sent by registered Post to or left at the principal place of business or if the Contractor be accompanying the registered office of the Contractor or at the contractors last known address.

114) Special Conditions for Environmental Protection

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

115) GST Clause

- (a) The contractor shall quote the price exclusive of GST. The contractor shall quote prevailing GST rate separately which shall be reimbursed by DPA after ascertaining necessary compliance as per Goods & Service Tax – 2017. The contractor should have valid GST registration number to become eligible for Participating in the bid. However, GST will not be considered for evaluation of bid Price. All other duties, taxes, cesses applicable if any, shall be borne by the contractor.
- (b) GST Registration should be invariably mentioned in the bid / tender, failing which the bid / tender will be treated as non-responsive and liable to be discharged.

- (c) GST & PAN No. may be furnished with documentary evidence along with the Tender Documents.
 - (d) It is mandatory to upload scanned copies of all the documents including GST registration certificate as stipulated in the bid document. If such document is not uploaded his bid will become invalid and cost of bid document shall not be refunded.
 - (e) The TDS under GST Act is required to be deducted @ 2% (1% CGST and 1% SGST or 2% IGST) from payment/credit given to contractors/professionals and others for work order/contracts exceeding Rs. 2,50,000.00
 - (f) 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.
- 116) The contractor shall be registered under The Building and Other Construction Workers (Regulation of Employment and Conditions of Service) Act, 1996.
- a) The payment from 2nd R.A Bill to pre final bill, shall be released, subject to the condition that the documentary evidence (copy of paid Challan in govt. Treasury) of the Welfare Cess @1% of work done or as amended by Statutory Authority from time to time, paid concerned authority is submitted for the previous bill.
 - b) 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.
- 117) The contractor shall carry out work as per specifications & timeline failing which notice will be issued and after three notices, if performance not found satisfactory, the contractor will be debarred for participating in new tenders of Civil Engineering department for period of two years.
- 118) The rate quoted by contractor shall be realistic. During the evaluation of tender, if rates quoted by the contractor are found unrealistic, the tender shall be considered non-responsive, and Engineer in Charge reserves right to cancel no any correspondence shall be entertained in this regard.

119) Royalty of metals

All royalties of Metals, quarry fees etc. payable by the contractor directly to the authorities concerned and rates tendered shall be deemed to be inclusive of all charges. Before claiming refund of security deposit the contractor shall produce "NO dues certificate" from Geologist, Bhuj.

CONTRACTOR

**EXECUTIVE ENGINEER(C)
DEENDAYAL PORT AUTHORITY**

SECTION 6

FORMS OF SECURITIES AND OTHER FORMATS

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

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

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

To,
The Board of DEENDAYAL PORT AUTHORITY
A.O. Building, P.O. Box No. 50,
Gandhidham-Kutch.

1. In consideration of the Board of Deendayal Port Authority incorporated by the Major Port Authorities Act, 2021 (hereinafter called "The Board" which expression shall unless excluded by or repugnant to the context or meaning thereof be deemed to include the Board of Deendayal Port Authority, its successors and assigns) having agreed to 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, _____, do hereby
(Name of Bank) (Name of Branch)

Undertake to pay the amount due and payable under this guarantee without any demur merely on a demand from the Board stating that the amount claimed is due by way of loss or damage caused to or which would be caused to or suffered by the Board by reason of the 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, _____, undertake to pay to the
(Name of Bank and Branch)

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

4. We, _____ further agree with the Board that the
(Name of Bank and Branch)

guarantee herein contained shall remain in full force and effect during the period that would be taken for performance of the said contract and that it shall continue to be enforceable till all the dues of the Board under or by virtue of the said contract have been fully paid and its claims satisfied or discharged or till the

(Name of the user department)

of the said certifies that the terms and conditions of the said contract have been fully and properly carried out by the said Contractors and accordingly discharge this guarantee. PROVIDED HOWEVER that the Bank shall be the request of the Board but at the cost of the Contractors, renew or extend this guarantee for such further period or periods as the Board may require from time to time.

5. We, _____ further agree with the Board that the

(Name of Bank and Branch)

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

6. This guarantee will not be discharged due to the change in the constitution of the Bank or the Contractor(s).
7. It is also hereby agreed that the Courts in Gandhidham (Kutch) 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 inwriting.
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)."

Date _____ day of _____ 20

For (Name of Bank)

(Name)

Signature

DISPUTES REVIEW BOARD AGREEMENT
(To be executed on Rs. 100/- non-judicial Stamp Paper)

THIS AGREEMENT, made and entered into this.....Day of
.....20 Between (“the Employer/ Board”)and
.....(“the contractor”), and the Disputes Review Board (“the
DR Board”) consisting of one/three DR Board Members, (Members from either
party, i.e. contractor and Employer/Board)

(1)

.....(2)

.....(3)

.....

[Note: Delete whatever is not applicable]

WITNESSETH, that

WHEREAS, the Employer/Board and the contractor have contracted for the
execution of Project
name).....(the “contract”) and WHEREAS, the contract provides for
the establishment and operation of the DR Board NOW THEREFORE, the parties
hereto agree as follows:

1 . The parties agree to the establishment and operation of the DR Board in accordance
with this DR Board Agreement.

1. Expect for providing the services required hereunder, the DR Board
Members should not give any advice to either party or to the Nodal Officer
or his nominee concerning conduct of the works.

The DR Board Members:

- (a) Shall have no financial interest in any party to the contract or the Nodal Officer or his nominee, or a financial interest in the contract, except for payment for services on the DR Board.
 - (b) Shall have had no previous employment by, or financial ties to, any party to the contract, or the Nodal Officer or his nominee, except for fee-based consulting services on other projects, all of which must be disclosed prior to appointment to the DR Board.
 - (c) Shall have disclosed in writing to the parties prior to signature of this Agreement any all recent or close professional or personal relationships with any director, officer, or employee of any party to the Nodal Officer or his nominee, and any and all prior involvement in the project to which the contract relates.
 - (d) Shall not, while a DR Board Member be employed whether as a consultant or otherwise by either party to the contract, or the Nodal Officer or his nominee, except as a DR Board Member.
 - (e) Shall not, while a DR Board Member, engage in discussion or make any agreement with any party to the contract, or with the Nodal Officer or his nominee, regarding employment whether as a consultant or otherwise either after the contract is completed or after services as a DR Board Members.
 - (f) Shall be and remain impartial and independent of the parties and shall disclose in writing to the Employer/Board, the contractor, the Nodal Officer or his nominee, and one another any fact or circumstances which might be such to cause either the Port or the contractor to question the continued existing of the impartiality and independence required of DR Board Members.
3. Except for its participation in the DR Board activities as provided in the contract and in this Agreement none of the Employer / Board, the contractor, the Nodal Officer or his nominee, and one another any fact or circumstances which might be such to cause either the Employer/Board or the contractor to question the continued existence of the impartiality and independence required of DR Board Members.
4. The contractor shall:
- a) Furnish to each DR Board Member one copy of all documents which the DR Board may request including contract document, progress report, variation orders, and other document, pertinent to the performance of the contract.

- b) In co-operation with the Employer/Board, co-ordinate the site visits of the DR Board, including conference facilities and secretarial and copying services.
- 5. The DR Board shall serve throughout the operation of the contract. It shall begin operation following execution of this Agreement and shall terminate its activities after issuance of the taking over certificate and the DR Board's issuance of its Recommendation on all disputes referred to it.
- 6. DR Board Member shall not assign or subcontract any of their work under this Agreement.
- 7. The DR Board Members are independent and not employees or agents of either the Employer/Board or the Contractor.
- 8. The DR Board Members are absolved of any personal or professional liability arising from the activities and the Recommendations of the DR Board.
- 9. Fees and expenses of the DR Board Member[s] shall be agreed to and shared equally by the Employer/Board and the Contractor. If the DR Board requires special services, such as accounting, data research and the like, both the parties must agree, and cost shall be shared by them as mutual agreed.
- 10. DR Board's site visit:
 - a. The DR Board shall visit the site and meet with representative of the Employer/Both and the contractor and the nodal officer are his nominee at regular intervals, at times of critical construction events, and at the return request of either party. The timing of site filing agreement shall be fixed by the DR Board
 - b. Site meeting shall consist of an informal discussion of the status construction of the works followed by an inspection of the work, both attended by personal from the employer/Board, the contractor and the nodal officer or his nominee.
 - c. If request by either parties or the DR Board, the employer/Board will prepare minutes of the meeting and circulate them for comments of the parties and the nodal officer or his nominee.
- 11. Procedure for disputes referred to the DR Board:
 - a) If either party objects to any action or inaction of the other party or the Nodal Officer or his nominee, the objecting party may file a written Notice

of Dispute to the other party with a copy to the Nodal Officer or his nominee starting that it is given pursuant to clause [number] and starting clearly and in detail the basis of the dispute.

- b) The party receiving the Notice of Dispute will consider it and respond in writing within 7 days after receipt.
- c) This response shall be final and conclusive on the subject, unless a written appeal to the response is filed with the responding party within 7 days of receiving the response. Both parties are encouraged to pursue the matter further to attempt to settle the dispute. When it appears that the dispute cannot be resolved without the assistance of the DR Board either party may refer the dispute to the DR Board by written Request for Recommendation to the Board, the other party & the Nodal Officer or his nominee starting that it is made pursuant to [insert relevant clause no.]
- d) The Request for recommendation shall state clearly and detail the specific issues of the dispute to be considered by the DR Board.
- e) When a dispute is referred to the DR Board, and the DR Board is satisfied that the dispute requires the DR Board's assistance, the DR Board shall decide when to conduct a hearing on dispute. The DR Board may request that written documentation and arguments from both parties be submitted to each DR Board Members before the hearing begins. The parties shall submit insofar as possible agreed statements of the relevant facts.
- f) During the hearing, the contractor, the Employer/ Board, the Nodal Officer or his nominee shall each have ample opportunity to be heard and to offer evidence.

The DR Board's Recommendation for resolution of the dispute will be given in writing, to the Employer/ Board, the contractor and the Nodal Officer or his nominee as soon as possible, and in any event not more than 28 days after the DR Board's final hearing on the dispute.

3. Conduct of Hearing:

- 4. Normally hearing will be conducted at the sites, but any location that would be more convenient and still provide all required facilities and access to necessary documentation may be utilized by the DR Board. Private sessions of the DR Board may be held at any location convenient to the DR Board.

5. The Employer/ Board, the Nodal Officer or his nominee and contractor shall have representatives at all hearing.
6. During the hearing, no DR Board Member shall express any opinion concerning the merit of any facet of the case.
7. After the hearing are concluded, the DR Board shall meet privately to formulate its Recommendation. All DR Board deliberation shall be conducted in private, with all individual views kept strictly confidential. The DR Board's Recommendations, together with an explanation of its reasoning shall be submitted in writing to both parties and t the Nodal Officer or his nominee. The pertinent contract provision, applicable laws and regulations, and the facts and circumstances involved in the dispute.

The DR Board shall make every effort to reach a unanimous Recommendation. If this proves impossible, the majority shall decide, and the dissenting member any prepare a written minority report for submission to both parties.

[Notes: Delete if it is one member DR Board]

12. 13 If during the contract period, the Employer/ Board and the contractor are of the opinion that the Disputes Review Board is not performing its function properly, the Employer/ Board and the contractor may together disband the Disputes Review Board. In such an event, the disputes shall refer to Arbitration straightaway.

The Employer/Board and the contractor shall jointly sing a notice specifying that the DR Board shall stand disbanded with effect from the date specified in the notice. The notice shall be posted by a registered letter with AD or delivery of the letter, even if he refuses to do so.

SPECIMEN FORMAT FOR DECLARATION

(To be executed on bidder's letter head)

To _____

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

- (a) The information furnished in our bid is true and accurate to the best of my knowledge.
- (b) That in case of being pre-qualified, we acknowledge that the Employer may invite us to participate in due time for the submission of tender on the basis of provisions made in the tender documents to follow.
- (c) When the call for tenders is issued, if the legal, technical or financial conditions, or the contractual capacity of the firm or joint venture changes, we commit ourselves to inform you and acknowledge your sole right to review the pre-qualification made.
- (d) We enclose all the required pre-qualification data format and all other evaluation.
- (e) We also state that no changes have been made by us in the downloaded tender document and also understand that in the event of any discrepancies observed, the printed tender document No. _____ is full and final for all legal/contractual obligations (delete if not required).

Date: _____

Place: _____

Name of the Applicant: _____

Represented by (Name & Capacity) _____

**SPECIMEN LETTER OF AUTHORITY FROM BANK
FOR ALLBGs**

(To be executed on Bank's Letter Head)

To,
The Board Deendayal Port Authority [insert port],

Dear Sir,

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

.....

We confirm having issued the above-mentioned guarantee
favoring yourselves, issued on account of M/s. _____ validity
for expiry up to date _____ and claim expiry date 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 of signature of Bank Officer

**SPECIMEN LETTER OF AUTHORITY FOR
SUBMISSION OF BID**
(To be executed on Rs.100/- non Judicial Stamp Paper)

To
The (PORT Address)

Dear Sir,

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

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

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

[specimen signature]

Yours faithfully,

Signature:

Name & Designation:

For & on behalf of

SPECIMEN BANK GUARANTEE FOR ADVANCE PAYMENT

{To be executed on Rs.100 non-judicial stamp paper}

{As per CVC guideline BGs for advance shall be taken in equal numbers that of accepted number of instalments and BG shall be valid for period of successive date of recoveries}

[The bank as requested by the successful Tenderer, shall fill in this form in accordance with the instruction indicated]

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

Tender No. and title: [insert number and title of Tendering process]

[bank's letterhead]

Beneficiary: [insert legal name and address of port]

ADVANCE PAYMENT GUARANTEE No. [insert advance payment guarantee no.]

We, [insert legal name and address of bank], have been informed that [insert complete name and address of contract] (hereinafter called "the contract")

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

At the request of the contractor, we hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of [insert amount(s) ¹in figures and words] upon receipt by us of your first demand in writing declaring that the contract or is in breach of its obligation under the contract because the contractor used the advance payment for the purpose intended.

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

This guarantee shall remain valid and in full effect from the data of the advance payment received by the contractor under the contract until [insert data]

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

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

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

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

STAGE PAYMENT

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

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

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

[Banks letterhead]

Beneficiary: [insert legal name and address of port]

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

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

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

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

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

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

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

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

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

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

Annexure - I

INTEGRITY PACT IN DEENDAYAL PORT AUTHORITY

The Central Vigilance Commission (CVC) has been promoting integrity, transparency, equity and competitiveness in transactions by various organizations of the Government of India. Public procurement is an area of concern for the CVC, and many steps have been taken to put proper systems in place. In this context, Integrity Pact (IP), a tool conceptualized and promoted by Transparency International, an international NGO, aimed at preventing corruption in public contracting, has been found useful. It has been decided by Ministry of Shipping that all organizations under the Ministry will implement IP. IP should cover every tender / procurement above a specified threshold value. The threshold value of contracts / procurements/transactions incorporating IP would be such that it covers 90% by value of all contracts / procurements / transactions of the organization in the last 3 years. Presently the threshold is fixed as Rs.3.00 crore. IP essentially envisages an agreement between prospective vendors / bidders, and DEENDAYAL PORT AUTHORITY, committing the persons / officials of both sides not to resort to any corrupt practice in any aspect of the contract at any stage. Only those vendors/bidders, who commit themselves to IP with DPA, would be considered competent to participate in the bid process. Any violation would entail disqualification of the bidders and exclusion from future business dealings. IP, in respect of a particular contract should cover all phases of the contract, from the stage of Notice Inviting Tender (NIT) / pre-bid stage, till the conclusion of the contract, i.e. final payment or the warranty / guarantee period. IP would be implemented through Independent External Monitor (IEM), who are eminent persons appointed by the organization, with approval of CVC. The term of appointment for an IEM would be 3 years. Name of the IEM will be mentioned in NIT. The IEM would review independently and objectively assess, as to whether and to what extent parties have complied with their obligations under the IP. IEM would have access to all contract documents, whenever required. The bidders may raise disputes/complaints if any, with the IEM. The IEM would examine complaints received by them and give their recommendations / views to the Chairman of Port Trust. Recommendations of IEM would be in the nature of advice and would not be legally binding. Their role is independent in nature and the advice once tendered would not be subject to review at the request of the organization. Shri S K Sarkar, IAS (Retd.) and Shri Saurabh Candra, IAS(Retd.) Ex-Member has been appointed IEM by DPA. Draft condition to be incorporated in the Draft Tender Papers (1) Then bidder has to execute Integrity Pact agreement with DEENDAYAL PORT AUTHORITY (As per Appendix) Shri S K Sarkar, IAS (Retd.) and Shri Saurabh Candra, IAS(Retd.) has been nominated as Independent External Monitor for Integrity Pact whose address is as under:

(1) Shri S.K.Sarkar, IAS (ReRD.)
B-104, Nayantara Aptt.,
Plot No.08-B, Sec-07, Dwarka,
New Delhi - 110 075
Mobile No. 98111 49324
Email :- sksarkar1979@gmail.com

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

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

INTEGRITY PACT

Between

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

and

..... (Name of The bidders and consortium members)
hereinafter referred to as **"The Bidder / Contractor"**

Preamble

The Principal intends to award, under laid down organizational procedures, contract(s) / concession(s) for Tender No. The Principal values full compliance with all relevant laws of the land rules, regulations, economic use of resources and of fairness / transparency in its relations with its Bidder(s) and / or Contractor(s).

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

Section 1 - Commitments of the Principal

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

(a) No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.

(b) The Principal will, during the tender process treat all Bidder(s) with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential / additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.

(c) The Principal will exclude from the process all known prejudicial persons.

(2) If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the IPC / PC Act, or if there be a substantive suspicion in this regard, the Principal will inform the Chief Vigilance Officer and in addition can initiate disciplinary actions.

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

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

a. The Bidder(s) / Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal's employees involved in tender process or the execution of the contract or to any third person any material or other benefit, which he / she is not legally entitled to, in order to obtain in exchange of advantage of any kind whatsoever during the tender process or during the execution of the contract.

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

c. The Bidder(s) / Contractor(s) will not commit any offence, under the relevant Prevention of Corruption Act / Indian Penal Code / PC Act; further the Bidder(s) / Contractor(s) will not use improperly, for purposes of competition, or personal gain, or pass on to others, any information or document provided by the Principal, as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.

d. The Bidder(s) / Contractor(s) of foreign origin shall disclose the name and address of the Agents / Representatives in India, if any. Similarly, the Bidder(s) / Contractor(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any. Further details as mentioned in the "Guidelines on Indian Agents of Foreign Suppliers" shall be disclosed by the Bidder(s) / Contractor(s). Further, as mentioned in the Guidelines all the payments made to Indian agent / representative have to be in Indian Rupees only.

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

f. Bidder(s) / Contractor(s) who have signed the Integrity Pact shall not approach the Courts while representing the matter to IEMs and shall wait for their decision in the matter.

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

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

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

Section 4 - Compensation for Damages

(1) If the Principal has disqualified the Bidder(s), from the tender process prior to the award, according to Section 3, the Principal is entitled to demand and recover the damages equivalent to Earnest Money Deposit / Bid Security.

(2) If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to Section 3, the Principal shall be entitled to demand and recover from the Contractor, liquidated damages of the Contract Value or the amount equivalent to Security Deposit / Performance Bank Guarantee, whichever is higher.

(3) The Bidder(s) agrees and undertakes to pay the said amounts, without protest or demur, subject only to condition that, if the Bidder(s) / Contractor(s) can prove and establish that the termination of the contract, after the contract award has caused no damage or less damage than the amount of the liquidated damages, the Bidder/Contractor shall compensate the principal, only to the extent of the damage in the amount proved.

Section 5 - Previous transgression

(1) The Bidder declares that, no previous transgressions occurred in the last three years with any other company in any country confirming to the anti-corruption approach or with any other Public Sector Enterprises in India, that could justify his exclusion from the tender process.

(2) If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or action can be taken as per the procedure mentioned in "Guidelines on Banning of Business dealing".

Section 6 - Equal treatment of all Bidders / Contractors

(1) In case of a Joint Venture, all the partners of the Joint Venture will enter into agreement with identical conditions as this on which all Bidders.

(2) There is no provision of sub-contract in the tender, any violation of the same, Contractor shall be held solely responsible for the same.

Section 7 - Criminal charges against violating Bidders / Contractors

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

Section 8 - External Independent Monitor

(1) The Principal appoints competent and credible Independent External Monitor for this Pact after approval by Central Vigilance Commission. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.

(2) The Monitor is not subject to instructions by the representative of the parties and performs his / her functions neutrally and independently. The Monitor would have access to all Contact documents, whenever required. It will be obligatory for him / her to treat the information and documents of the Bidders / Contractors as confidential. He / she reports to the Chairperson of the Board of the Principal.

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

(4) The Monitor is under contractual obligation to treat the information and documents of the Bidder(s) / Contractor(s) with confidentiality. The Monitor has also signed declaration on "Non-Disclosure of Confidential Information" and of "Absence of Conflict of Interest". In case of any conflict of interest arising at a later date, the IEM shall inform Chairman, DPA and recues himself / herself from that case.

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

(6) As soon as the Monitor notices, or believes to notice, a violation of this agreement, he / she will so inform the Management of the Principal and request the management to discontinue or take corrective action. The Monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.

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

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

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

Section 9 - Pact Duration

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

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

The Pact duration in respect of unsuccessful Bidders shall expire after 6 months of the award of the contract.

Section 10 - Other Provisions

(1) This agreement is subject to Indian Law. Place of performance and jurisdiction is the Registered Office of the Principal, i.e., Gandhidham, Gujarat.

(2) Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.

(3) If the Bidder / Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.

(4) Should one or several provisions of this agreement, turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

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

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


अधिकाारी अभियंता (निर्माण)
(Principal)
Deendayal Port Authority

(For & on behalf of the Bidder/Contractor)

(Office Seal)

Place : Gandhidham

Date : ____/____/20____

Witness-1:

(Name & Address) _____

Witness-2 :

(Name & Address) _____

Annexure – “II”

Bank Payment Agreement Form : (to be collected from the Parties)

- | | | | | |
|----|-----------------------|---|---|---------------------------------|
| 1. | Name of Party | : | - | |
| 2. | Account No. | : | - | |
| 3. | Branch Name | : | - | |
| 4. | IFSC Code of the Bank | : | - | |
| 5. | MICR Code | : | - | |
| 6. | Accepted for | : | - | NEFT Payment or
RTGS Payment |

DECLARATION BY THE PARTY: -

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

Signature of the Party
With the seal

EXCEPTIONS AND DEVIATIONS

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

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

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

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

Date on_____day of_____,_____ [insert date]

DEENDAYAL PORT AUTHORITY



BILL OF QUANTITY (SCHEDULE-B)

**Development of Smart Industrial Port City at Kandla - Gandhidham - Adipur complex -
Construction of compound wall at SIPC location 1, Gandhidham**

**Executive Engineer(C) Construction Division
Administrative Office Building Gandhidham-370201
Kutch District Gujarat State India
Email:executiveengineercivil1@gmail.com**