

# **DEENDAYAL PORT AUTHORITY**



## **Tender Document for “*Design, Construction, Procurement, Installation and commissioning of 50 Tonneper day Semi-Automatic MRF Plant at Deendayal Port Gandhidham on EPC mode*”**

**OFFICE OF THE CONSTRUCTION ENGINEER  
(Construction division)  
CIVIL ENGINEERING DEPARTMENT  
DEENDAYAL PORT AUTHORITY  
2<sup>nd</sup>FLOOR, AO BUILDING  
Gandhidham-370210, KUTCH  
DISTRICT GUJARAT STATE, INDIA  
Mobile – 7575895292  
E-mail : @gmail.com/**

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**DEENDAYAL PORT**  
**AUTHORITY**  
**NOTICE INVITING TENDER**  
**Tender No. C : 05/2023**

**ONLINE TENDERING (E- Tendering)**

**NAME OF WORK:** *Design, Construction,  
Procurement, Installation and commissioning of  
50 Tonne per day Semi-Automatic MRF Plant at  
Deendayal Port Gandhidham on **EPC mode***

Work Description	Tender Fee (In Rs.)	Estimated cost (In Rs.)	EMD (In Rs.)	Date of Pre-Bid Meeting	Last Date and time of online Submission of bid documents	Date and time of online opening
<b>Design, Construction, Procurement, Installation and commissioning of 50 Tonneper day Semi-Automatic MRF Plant at Deendayal Port Gandhidham on EPC mode</b>	5000/- + GST @ 18 % (Payment through Digital mode Account no 100801000 22427 IFSC code: BARBOGAN KUT, Bank of Baroda , Gandhidham Branch)	<b>Rs. 2.50 Cr.</b>	Rs. 2,50,000 lakhs (Payment through Digital mode Account no 100801000 22427 IFSC code: BARBOGAN KUT, Bank of Baroda , Gandhidham Branch)	-----	<b>Upto 16:00 hours on 05/12/2023</b>	<b>05/12/2023 @16:05 Hrs.</b>

Detailed tender notice along with complete tender documents can be downloaded from website <https://kpt.nprocure.com> from 02/11/2023 to 05/12/2023 @ 16:00 Hrs. Tender Notice is also available on [www.deendayalport.gov.in](http://www.deendayalport.gov.in). Technical Bid will be opened on 05/02/2023 @ 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 **OFFICE OF THE CONSTRUCTION ENGINEER (Construction division) CIVIL ENGINEERING DEPARTMENT DEENDAYAL PORT AUTHORITY 2nd FLOOR, AO BUILDING Gandhidham-370210, 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**

## **E - TENDER NOTICE NO. Project – 01/2021**

<b>NAME OF WORK</b>	<i>Design, Construction, Procurement, Installation and commissioning of <b>50 Tonneper day</b> Semi-Automatic MRF Plant at Deendayal Port Gandhidham on EPC mode</i>
<b>Estimated cost</b>	<b>Rs. 2.50 Crore</b>
<b>Completion Period</b>	04 months
<b>Bid type</b>	Open E tender
<b>COST OF TENDER DOCUMENT (NON – REFUNDABLE)</b>	Tender Fees (Non-refundable) of Rs. 5900=00 (Rs. Five Thousand Nine Hundred Only) including 18% GST. Payment through RTGS / NEFT or any other Electronic mode in favour of "Deendayal Port Authority", payable at Gandhidham.
<b>E.M.D. / Bid security</b>	Rs. 2,50,000 lakhs (Payment through Digital mode Account no 10080100022427 IFSC code: BARBOGANKUT, Bank of Baroda ,Gandhidham Branch)
Minimum eligibility criteria	<ol style="list-style-type: none"> <li>1. Average annual financial turnover during the last three years ending 31st March of the previous financial years, should be at least Rs. 75 lacs</li> <li>2. Experience of having successfully completed similar works during last 5 years ending last day of month previous to the one in which applications are invited should be either of the following: <ol style="list-style-type: none"> <li>(a) The bidder(Manufacturers/Authorized dealer/Channel Partner) must have successfully completed work of Design, Manufacture, supply, Erection, Testing and commissioning at least 50Tonne TPD and above capacity Mixed Waste Processing Material Recovery Facility Plant with equipment such as Trommels, air density separator, sorting conveyors, magnetic separator, for processing of dry segregated waste. last 5 years ending on last day previous to the invitation of tender.</li> <li>(b) Satisfactory Performance: The bidder shall submit the documentary proof for satisfactory performance from the owner to whom the equipment's were supplied</li> </ol> </li> </ol>

	<p>“Similar Works” The bidder(Manufacturers/Authorized dealer/Channel Partner) must have successfully completed work of Design, Manufacture, supply, Erection, Testing and commissioning at least <b>50 TPD</b> above capacity Mixed Waste Processing Material Recovery Facility Plant with equipment such as Trommels, air density separator, sorting conveyors, magnetic separator, for processing of dry segregated waste.</p> <p><b>(C)The bidders along with submission of bid shall submit design calculation with capacity of equipment’s etc. and layout duly proof checked and certified by any of the Empaneled consultant who are empaneled under the Ministry of Urban development Economic Division vide OM dt 27/11/2014 or updated list, failing which the bid shall be considered invalid.</b></p>
Joint venture	Not applicable
Rebate	Applicable (Unconditional rebate submitted online before due date of submission of bid)
Bid Validity Period	120 Days
Condition	<p>Tender Fees in form of (Payment through Digital mode (Account no 10080100022427 IFSC code: BARBOGANKUT, Bank of Baroda, Gandhidham branch</p> <p>The Payment through Digital Mode Account no 10080100022427 IFSC code: BARBOGANKUT, Bank of Baroda, Gandhidham Branch) towards EMD.</p> <p>The bid/Tender not accompanied with Tender fee and EMD shall not be considered and their technical and price bid will not be opened</p> <p>The bid/tender shall also be accompanied by Integrity Pact Agreement duly signed by the bidder and two witnesses name, address and signatures (which is also required to be got signed by the bidder).</p> <p>The bid/Tender not accompanied with Tender fee, EMD and Integrity Pact Agreement 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 as per National Industrial Classification- 2008 mentioned in the table below only shall become eligible for exemption from payment of Tender fee/EMD. Such bidder shall upload the scanned copy of valid certificate in preliminary bid:-</p> <p>Level Description  Section – E Waste collection, treatment and disposal activities; materials recover  Division – 36  Group – 421,382,383  Waste collection (All class and Sub-Classes under this group)</p> <p>The above shall be submitted in electronic format through on line (by scanning) while uploading the bid. This submission shall mean that Integrity Pact , EMD and Tender Fee are received. Accordingly offer of only those shall be opened whose EMD and Tender Fee is received electronically. However, for the purpose of</p>

	<p>realization, bidder shall send the same in original along with hardcopy of tender (sealed &amp; signed of authorized person), and other PQ documents through R.P.A.D./speed post or in person so as to reach to <b>OFFICE OF THE CONSTRUCTION ENGINEER (Construction division) CIVIL ENGINEERING DEPARTMENT DEENDAYAL PORT AUTHORITY 2ndFLOOR, AO BUILDING Gandhidham-370210, KUTCH DISTRICT GUJARAT STATE, INDIA</b> within 7 days from the date of opening. The copies /receipt of tender fees shall be submitted in electronic format only through on line (by scanning) while uploading the bid. If not, their bid will not be considered</p>
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	As non responsive.
Downloading of tender documents	Tender Documents can be downloaded from the official website of Deendayal Port Trust <a href="http://www.deendayalport.gov.in">www.deendayalport.gov.in</a> OR <a href="https://kpt.nprocure.com">https://kpt.nprocure.com</a>
Date of downloading of tender document	From /01/2021 To /02/2021 Upto 12:00 HOURS
Last date & time for online tender submission	On /02/2021 Upto 12:00 Hours on Website <a href="https://kpt.nprocure.com">https://kpt.nprocure.com</a>
Online opening of technical bid	On /02/2021 At 12:10 Hours
Documents required to be submitted by scanning through online	<ul style="list-style-type: none"> <li>a. Documents in support of fulfilling qualifying criteria as indicated above.</li> <li>b. Bid Securing form Rs. 250000 (Payment through Digital mode Account no 10080100022427 IFSC code: BARBOGANKUT, Bank of Baroda ,Gandhidham Branch)</li> <li>c. Rs. 5900/- including 18% GST (Payment through Digital mode (Account no 10080100022427 IFSC code: BARBOGANKUT, Bank of Baroda , Gandhidham branch</li> <li>d. As indicated in clause 1.4 of section 1 – Instructions to bidders.</li> </ul>
Officer- Inviting Bids:	Executive ENGINEER (C), DEENDAYAL PORT AUTHORITY
Address:	<b>OFFICE OF THE CONSTRUCTION ENGINEER (Construction division) CIVIL ENGINEERING DEPARTMENT DEENDAYAL PORT AUTHORITY 2ndFLOOR, AO BUILDING Gandhidham-370210, KUTCH DISTRICT GUJARAT STATE, INDIA</b>
Contract Details :	Mobile –

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

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

**NOTE:** FOR FURTHER DETAILS, AMENDMENTS OR EXTENSION OF TIME, PLEASE VISIT  
<https://kpt.nprocure.com> OR [www.deendayalport.gov.in](http://www.deendayalport.gov.in)

**Executive ENGINEER (C)**  
**Deendayal Port Authority**



## **SECTION -1**

### **INSTRUCTIONS TO BIDDERS**

## **A. GENERAL**

### **1.1 Scope of Bid**

The Superintending Engineer, Project Division, Deendayal Port Authority, invites bids byE- Tendering for the work of "***Design, Construction, Procurement, Installation and commissioning of 50 Tonneper day Semi-Automatic MRF Plant at Deendayal Port Gandhidham on EPC mode***".

### **1.2 Source of Funds**

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

### **1.3 Bidder should note the followings.**

- 1.3.1 The invitation for Bids is open to all eligible bidders meeting the eligibility criteria as defined in clause no. 1.4.3.
- 1.3.2. All bidders shall provide in Section-2 form of Bid and Qualification Information, a statement that the Bidder is not associated, nor has been associated in the past, directly or indirectly, with the consultant or any other entity that has prepared the design, specifications, and other documents for the Project Manager for the Contract. A firm that has been engaged by the Employer to provide consulting services for the preparation or supervision of the works, and any of its affiliates, shall not be eligible to bid.
- 1.3.3. Bidders shall not be under a declaration of ineligibility for corrupt and fraudulent practices issued by the employer in accordance with clause 1.36.

### **1.4 Documents to be submitted along-with Technical Bid**

- 1.4.1. **a.** Experience of similar works executed during the last seven years, and details like monetary value, clients, and proof of satisfactory completion of works.
- b.** Documentary evidence of adequate financial standing and proof from client for satisfactory completion of works.
- c.** Details of Equipment's available with the bidder.
- d.** Managerial/Manpower available with the bidder.

- e. Project Planning and Quality Control procedure.
- f. Information regarding projects in hand, current litigation, orders regarding exclusion, expulsion or black listing, if any.
- g. Trained & Certified workmen to be deployed at the work site of the project.

1.4.2. If the Employer has not undertaken pre-qualification of potential bidders, all bidders shall include the following information and documents with their bids.

- a. Copies of original documents defining the constitution or legal status, place of registration, and principal place of business, written power of attorney of the signatory of the Bid to commit the Bidder.
- b. Total monetary value of construction work performed for each of the last five years.
- c. Experience in works of a similar nature and size for each of the last five years, and details of works underway or contractually committed, and Employers who may be contacted for further information on those contracts.
- d. Major items of construction equipment available with the bidder.
- e. Qualifications and experience of key technical personnel available with the bidder.
- f. Reports on the financial standing of the Bidder, such as profit and loss statements and auditor's reports for the past five years.
- g. Evidence of adequacy of working capital for this contract (access to line(s) of credit and availability of other financial resources).
- h. Authority to seek references from the Bidder's bankers.
- i. Information regarding any litigation, current or during the last five years, in which the Bidder is involved, the parties concerned, and disputed amount.
- j. The methodology and program of construction, backed with equipment planning and deployment, duly supported with broad calculations and quality control procedures and completion of the work as per technical specifications within the stipulated period of completion as per milestones.
- k. PAN, Registration with Good & Service Tax (GST), Provident Fund Authorities, etc.

l. Bid Securing

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

Average annual financial turnover during the last three years ending 31st March of the previous financial years, should be at least Rs. 75 lacs

Experience of having successfully completed similar works during last 5 years ending last day of month previous to the one in which applications are invited should be either of the following:

(a) The bidder (Manufacturers/Authorized dealer/Channel Partner) must have successfully completed work of Design, Manufacture, supply, Erection, Testing and commissioning at least 50 Tonne TPD and above capacity Mixed Waste Processing Material Recovery Facility Plant with equipment such as Trommels, air density separator, sorting conveyors, magnetic separator, for processing of dry segregated waste. last 5 years ending on last day previous to the invitation of tender.

(b) Satisfactory Performance: The bidder shall submit the documentary proof for satisfactory performance from the owner to whom the equipment's were supplied

**(C) The bidders along with submission of bid shall submit design calculation with capacity of equipment's etc. and layout duly proof checked and certified by any of the Empaneled consultant who are empaneled under the Ministry of Urban development Economic Division vide OM dt 27/11/2014 or updated list, failing which the bid shall be considered invalid.**

Similar Works" means Any individual / proprietorship firm / Partnership Firm company who are having own legal entity registered company (ies)/Original Equipment Manufacturer (OEM)/Authorized Business The bidder must have supplied, installed and commissioned at least **50 TPD** above capacity Mixed Waste Processing Material Recovery Facility Plant with equipment such as Trommels, air density separator, sorting conveyors, magnetic separator, for processing of dry segregated waste.

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

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

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: To calculate the value of works to current level, following multiplying factors shall be applicable with reference to escalation based on WPI. This is only for arriving the Bid Capacity and not for work experience & turnover.

Financial Year	2022-23	2021-22	2020-21	2019-20	2018-19	2017-18	2016-17
Index	152.5	139.4	123.4	121.8	119.8	114.9	111.60
Multiplying factor	1.00	1.09	1.24	1.25	1.27	1.33	1.37

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

charge.

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

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

## **1.5 One Bid per Bidder**

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

### **1.5.2 Joint Venture(Deleted)**

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. However, there shall be no limit on the number of partners.

### **1.5.3 Joint Venture Experience(Deleted)**

Value of a completed work done by a Member in an earlier JV shall be reckoned only to the extent of the concerned member's share in that JV for the purpose of satisfying his/her compliance to the above mentioned technical eligibility criteria in the tender under consideration.

- 1.5.4 In Joint Venture, the Lead Partner should have an work experience 40% of the estimated cost put to tender.

## **1.6 Cost of Bidding**

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

## **1.7 Site Visit**

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

## **B. Bidding Documents**

### **1.8 Content of Bidding Documents**

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

Sr. No.	References	Description
1.	NIT	Invitation for Bids.
2.	SECTION - 1	Instruction to Bidders.
3.	SECTION- 2	Forms of Bid, Qualification Information and Letter of Acceptance.
4.	SECTION- 3	Conditions of Contract.
5.	SECTION- 4	Contract Data.
6.	SECTION- 5	Specifications and Special Conditions.
7.	SECTION- 6	Scope of Work.
8.	SECTION- 7	Drawing
9.	SECTION- 8	Bill of Quantities
10.	SECTION-9	Forms of Securities and Other formats

1.8.2 After award of work. Employer shall issue one set of the Contract document. Thereafter, Contractor will prepare 10 sets with Binding and submit to the employer for their use. Cost of the same is to be included in the quoted cost.

1.8.2.1 Bidding documents shall be downloaded. The documents should be completely filled and submitted through on-line tendering process on website <http://kpt.nprocure.com> after seal & signed by the authorized person of the bidder/company.

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

## **1.9 Clarifications of the Bidding Documents**

1.9.1 A prospective bidder requiring any clarification of the bidding documents may notify the employer in writing or by electronic form and be confirmed by hard copy at the Employer's address indicated in the invitation to bid. The employer will respond to any request for clarification.

### **1.9.2 Pre – bid meeting**

1.9.2.1 The bidder or his official representative is invited to attend a pre-bid meeting, which will take place on /01/2021 @ 12:00 Hrs. at Old Board Room, A.O. Building, Deendayal Port Authority, Gandhidham - Kutch, Gujarat.

1.9.2.2 The purpose of the meeting will be to clarify issues and to answer question on any matter that may be clarified at that stage. But written comments/ reply may prevail. Quarries raised after Pre-Bid meeting shall not be entertained.

1.9.2.3 The bidder is requested to submit any questions in writing or by cable to reach the Employer on or before the meeting.

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

### **1.10 Amendment of Bidding Documents**

- 1.10.1 Before the deadline for submission of bids, the Employer may modify the bidding documents by using addendum.
- 1.10.2 Any addendum thus issued shall be part of the bidding documents and shall be communicated by uploading online on <http://kpt.nprocure.com>. Prospective bidders shall acknowledge receipt of each addendum by cable to the Employer.
- 1.10.3 To give prospective bidders reasonable time in which to take an addendum into account in preparing their bids, the Employer shall extend as necessary the deadline for submission of bids, in accordance with Sub- Clause 1.20.2 below.

## **C Preparation of Bid**

### **1.11 Language of the Bid**

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

### **1.12 Documents comprising the Bid**

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

#### **A) Technical Bid**

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

#### **B) Financial Bid**

- i) Price Bid duly filled and digitally signed by the Bidder.

### **1.13 Bid Prices**

- 1.13.1 The contract shall be for the whole works.
- 1.13.2 The quoted cost includes all duties, taxes, and other levies payable except GST.

### **1.14 Currencies of Bid and payment**

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

### **1.15 Bid Validity**

- 1.15.1.1 Bids shall remain valid for a period not less than 120 days after the deadline date for bid submission specified in clauses 1.20. A bid valid for a shorter period shall be rejected by the Employer as non-responsive.
- 1.15.1.2 In exceptional circumstances, prior to expiry of the original time limit, the Employer may request that the bidders may extend the period of bid 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. If bidder accept the request to extend the period of bid validity, he should accordingly extend the validity of the BG submitted for EMD without any claims.

### **1.16 Bid Security**

- A. Earnest money Deposit (EMD) shall be 1% of the Estimate cost put to tender, subject to maximum Rs. 50 Lakhs.

The EMD up to Rs. 5 Lakhs be payable either by Payment through Digital mode Account no 10080100022427 IFSC code: BARBOGANKUT, Bank of Baroda , Gandhidham Branch) EMD beyond Rs. 5 lakhs be payable in form of Bank Guarantee for the entire amount from any Nationalized Scheduled Bank(except Co-operative Banks) from any branch in India preferably from the local branch where the port is satiated. Bank Guarantee submitted as Earnest Money shall be valid for 28 days beyond the validity of the bid/tender. Bank Guarantee shall be verified independently by the Port with the bank before finalization of technical offer. In the event of lack of confirmation of issue of the Bank Guarantee by the Bank, the bid shall stands disqualified.

- B. EMD of unsuccessful bidders other than L1 and L2 is refunded immediately after ranking of price bids. Earnest money of L2 is refunded immediately after entering in to agreement with L1 and acceptance of performance Guarantee from L1.
- C. EMD is refunded suo-motto with/without any application from the bidders.
- D. The bid security of the successful bidder will be discharged (refunded after he assigned the Agreement and furnished the required Performance security.
- E. The Bid security may be forfeited, if



- a) The bidder withdraws the bid after bid opening during the period of bid validity.
  - b) The bidder does not accept the correction of the Bid price, pursuant to any arithmetic errors or
  - c) The successful bidder fails within the specified time limit to
    - (i) Sign the Agreement or
    - (ii) Furnish the required Performances security.
    - (iii) In case the contractor fails to commence the work within stipulated time.
- The forfeiture of the bid security is entirely discretion of employer. No any claims in this regards shall be entertained.

***F. Exemption from submission of EMD to Micro and small Enterprises shall be applicable as provided in the NIT***

The above shall be submitted in electronic format through on line (by scanning) while uploading the bid. This submission shall mean that Integrity Pact , EMD and Tender Fee are received. Accordingly offer of only those shall be opened whose EMD and Tender Fee is received electronically.

**1.17 Alternative proposals by bidders**

- 1.17.1 Conditional offer or Alternative offers will not be considered further in the process of tender evaluation & outright rejected if employer feels to do so.

**1.18 Format and signing of bid**

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

**D Submission of bids (Deleted & submit the bid as per online procedure)**

**1.19 Sealing and marking of bids.**

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

The bidder shall seal "Financial Bid" as per Clause No: 1.12.1. (B) 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".

- 1.19.2 The envelopes shall

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

-----  
-----

{ Insert address of office for bid submission }, and

- (b) bear the following identification:

Bid for "**Design, Construction, Procurement, Installation and commissioning of 50 Tonneper day Semi-Automatic MRF Plant at Deendayal Port Gandhidham on EPC mode**".

—

"

Bid reference no C:

DO NOT OPEN BEFORE (time and date for opening, per Clause 1.23)

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 The Executive Engineer (C ) upto- on due date and open at \_ on the same date in presence of such of the tenderers who may wish to be present.

- 1.19.3 In addition to the identification required in Sub-Clause 1.19.2, the inner envelopes shall indicate the name and address of the bidder of to enable the bid to be returned unopened in case it is declared late, pursuant to Clause 1.21, or the bid is declared non-responsive. If the outer envelopes are not sealed and marked as above, the Employer will assume no responsibility for the misplacement or premature opening of the technical bid and financial bid.

## **1.20 Deadline for submission of the Bids**

- 1.20.1.1 Bids must be received by the Employer at the address specified above not later than 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.
- 1.20.1.2 The Employer may extend the deadline for submission of bids by issuing an amendment in accordance with Clause 1.10, in which case all rights and obligations of the Employer and the bidders previously subject to the original deadline will then be subject to the new deadline.
- 1.20.1.3 In case of tender document being downloaded from the web site, at the time of submission of (the hard copy of) the tender document. The tenderer shall give an undertaking that no change have been made in document. He shall be issued a printed set of document under acknowledgment with a condition that the printed version of the port tender document will be treated as authentic tender and if any discrepancy is noticed at any stage between the Port's tender document and the one submitted by the tenderer, the conditions mentioned in the Port's printed document shall prevail. Besides, the tenderer shall be liable for legal action for the lapses. Insert time and date; this should be the same as those given in the invitation for Bids Clause No. 1.20.

## **1.21 Late Bids (Deleted & follow online instructions as per NIT)**

- 1.21.1.1 Any bid received by the Employer after the deadline prescribed in Clause 1.20

will be considered as non-responsive.

## **1.22 Modification and Withdrawal of Bids**

- 1.22.1 Bidders may modify or withdraw their bids before the deadline of submission of the online bid.
- 1.22.2 Each Bidder's modification or withdrawal notice shall be prepared, sealed, marked, and delivered in accordance with Clauses 1.18 & 1.19, with the outer and inner envelopes additionally marked "MODIFICATION" or "WITHDRAWAL" as appropriate before submission of online bid.
- 1.22.3 No bid may be modified after the deadline for submission of bids.
- 1.22.4 Withdrawal or modification of a Bid between the deadline for submission of bids and the expiration of the original period of bid validity in Clause 1.15.1 above or as extended pursuant to Clause 1.15.2 may result in the forfeiture of the Bid security pursuant to Clause 1.16.
- 1.22.5 Tenders with any condition, including conditional rebate shall be rejected. However, tenders with unconditional rebate will be accepted.

## **E. BID OPENING AND EVALUATION**

### **1.23 Bid opening**

- 1.23.1 On the due date and appointed time as specified in clause 1.20, the Employer will first open Technical bids of all bids received (except those received late) including modifications made pursuant to clause 1.22 in presence of the bidders or their representative who choose to attend. In the event of the specified date for Bid opening being declared a holiday by the Employer, the bids will be opened at the appointed time and location on the next working day.
- 1.23.2 Envelopes marked "WITHDRAWAL" shall be opened and read out first. Bids for which an acceptable notice of withdrawal has been submitted pursuant to Clause 1.22 shall not be opened. Bidder's name, withdrawals, modifications of technical bid, the presence of bid security and such other details, as the Employer may consider appropriate will be announced by the Employer at the opening.
- 1.23.3 If all Bidders have submitted unconditional Bids together with requisite bid security, then all bidders will be so informed then and there. If any Bid contains any deviation from the Bids documents and/or if the same does not contain Bid security in the manner prescribed in the Bid documents, then that Bid will be rejected and the Bidder informed accordingly.
- 1.23.4 The Employer shall prepare minutes of the Bid opening, including the information disclosed to those present in accordance with sub clause 23.3 and the minutes shall form part of the contract.

#### 1.23.5 Process to be confidential.

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

#### 1.23.6 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 in writing or by cable, but no change in the price or substance of the Bid shall be sought, offered, or permitted except as required to conform the correction of arithmetic errors discovered by the Employer in the evaluation of the Bids in accordance with Clause 1.27.

Subject to above para, no Bidder shall contact the Employer on any matter relating to his bid from the time of the bid opening to the time the contract is awarded

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

#### 1.23.7 Examination of Bids and Determination of Responsiveness

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

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

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

1.23.11 The envelop marked as financial bid of those bidders whose technical bid has been determined to be non-responsive shall not be opened and will be returned unopened.

#### **1.24** Correction of Errors.

1.24.1 Bids determined to be responsive will be checked by the Employer for any arithmetic errors. Errors will be corrected by the Employer as follows:

( a ) Where there is a discrepancy between the rates in figures and in words, the rate in words will govern; and

( b ) Where there is a discrepancy between the unit rate and the line item total resulting from multiplying the unit rate by the quantity, the unit rate as quoted will govern.

1.24.2 The amount stated in the Bid will be adjusted by the Employer in accordance with the above procedure for the correction of errors and, with the concurrence of the Bidder, shall be considered as binding upon the bidder. If the bidder does not accept the corrected amount the Bid will be rejected, and the Bid security may be forfeited in accordance with Sub- Clause 1.16.F.(B).

## **1.25 NIL**

## **1.26 Evaluation and Comparison of Bids**

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

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

( a ) Making any correction for errors pursuant to Clause 1.27;

( b ) Making appropriate adjustments to reflect discounts or other price modification offered in accordance with Sub Clause 1.22.5

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

1.26.4 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.

## **F. AWARD OF CONTRACT**

### **1.27 Award Criteria**

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

1.28.2 Employer's Right to accept any Bid and to reject any oral.

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

#### 1.29 Notification of Award and Signing of Agreement

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

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

1.29.3 The Agreement will incorporate all correspondence between the Employer and the successful bidder. It will be signed by the employer and sent to the successful Bidder (within 28 days of award of work for global tender and within 14 days for domestic tender) following the notification of award along with the Letter of Acceptance. Within (28 days for global tender and within 21 days for domestic tender) of receipt, the successful Bidder will furnish the performance security and sign the Agreement with the Employer.

1.29.4 Upon the furnishing by the successful Bidder of the Performance Security, the Employer will promptly notify the other Bidders that their Bids have been unsuccessful and release their Bid security (EMD).

#### 1.30 Performance Security

1.30.1 "Performance guarantee should be 10% of Contract price of which 5% of contract price should be submitted as Bank Guarantee, or FDR or online digital Transfer within (21 days in case of domestics bid and within 28 days in case of global bids) 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.

1.30.2. Failure of the successful Bidder to comply with the requirements as mentioned above shall constitute sufficient grounds for cancellation of the award of work, forfeiture of EMD and Bidder can be / debarred from bidding for any contract with DPT for a period of three years from the date of notification.

#### 1.33 Advance Payment (Deleted)

1.34 Conciliator

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

1.35 Corrupt or Fraudulent Practices

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

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

- 1.35.2 Furthermore, Bidders shall be aware of the provision stated in sub-clause 3.59.2 of the conditions of Contract

## **SECTION: 2**

# **FORMS OF BID, QUALIFICATION INFORMATION**

## **TABLE OF FORMS**

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



**SPECIMEN FOR FORM OF BID**

(To be executed on bidder's letter head)

To

The Executive ENGINEER (C),  
Deendayal Port  
Authority, AO Building,  
Gandhidham  
Pin 370-210,  
Dist- Kutch (Gujarat).

We, the undersigned, declare that:

- ( a ) we have examined and have no reservations to the tender documents, including addenda and clarifications issued
- ( b ) we offer to execute the work in conformity with the tendering documents and in accordance with the delivery schedules specified in the schedule of requirements in accordance with the tender document
- ( c ) The total price of our tender, excluding any discounts offered in item(d) below, is [ insert the total tender price in words and figures, indicating the various amounts and the respective currencies];[in case of techno- commercial offer it shall be mentioned that 'as filled in the price bid']
- ( d ) The discounts offered and the methodology for their application are:  
**Discounts.** if our tender is accepted, the following discounts shall apply.  
**Methodology of application of the discounts.** The discounts shall be applied using the following method:
- ( e ) our tender shall be valid for the period of time specified in **[ITB Sub- clause 1.15.1]**, from the date fixed for the tender submission deadline in accordance with **[ITB Sub- clause 1.20.1]** , and it shall remain binding upon us and may be accepted at any time before the expiration of that period or any extended period accordance with **[ITB Sub-clause1.15.2]**;
- ( f ) If our tender is accepted, we commit to submit a performance guarantee in accordance with [insert relevant clause no., ITB Sub-clause 1.33] for the due performance of the contract, as specified in specimen form for the purpose.
- ( g ) We, including any subcontractors or contractors for any part of the

contract,

( h ) We have no conflict of interest in accordance with **[ITB Sub-clause no1.3.2]**.

( i ) Our firm, its affiliates or subsidiaries has not been declared ineligible by the port, under laws of India or official regulations in accordance with **[ITB Sub- clause no.1.3.4]**

( j ) We understand that this tender, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal contract agreement is prepared and executed in accordance with **[ITB Sub-clause 1.32]** and as per specimen from the purpose;

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

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

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

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

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

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

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

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

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

## CONTRACTOR'S BID

Description of the works: - "***Design, Construction, Procurement, Installation and commissioning of 50 Tonneper day Semi-Automatic MRF Plant at Deendayal Port Gandhidham on EPC mode***". "

### 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 appointment of\_\_\_\_\_as the conciliator's letter. Or

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

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

We understand that you are not bound to accept the lowest or any bid you receive. We undertake that, in competing for(and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force In India namely "prevention of corruption act 1988"

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

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

Authorized Signature:

Name& title of

signatory Name of

Bidder

Address

Notes:

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

### INFORMATIONS REQUIRED BY THE EMPLOYER

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

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	TURN OVER
2020-21	
2021-22	
2022-23	
Average	

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

**3.** *Similar works(Deleted)*

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

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

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

(A) Existing commitments and on-going works.

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

(B) Works for which bids already submitted

Description of work	Place & state	Name& address of port or Dept.	Value of 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 List of Equipment available with bidder.

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

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

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

**7. Proposed sub-contracts and firms involved.**

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

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

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

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

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

Dated on \_\_\_\_\_ day of \_\_\_\_\_ [insert date of signing]

**LETTER OF ACCEPTANCE**  
(On letterhead paper of the port)

\_\_\_\_\_(date)

TO: \_\_\_\_\_  
(Name and address of the contractor)

Dear Sirs,

Sub: Tender no. C-05/2023: :  
" **Design, Construction, Procurement, Installation and commissioning of 50  
Tonneper day Semi-Automatic MRF Plant  
at Deendayal Port Gandhidham on EPC  
mode "**

Ref: Your bid dated  
And [list the correspondence with the bidder]

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

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

Detailed letter of acceptance will follow.

Please acknowledge receipt.

Yours faithfully

Authorized signature

**ISSUE OF NOTICE TO PROCEED WITH THE WORKS**  
(Letterhead of the Port)

\_\_\_\_\_ dated

To  
(Name and address of the contractors)

Dear Sirs,

Sub.: Tender for "***Design, Construction, Procurement, Installation  
and commissioning of 50 Tonneper day Semi-Automatic MRF  
Plant at Deendayal Port Gandhidham on EPC mode***"

Ref: Letter of acceptance no. dated

Pursuant to your furnishing the requisite security as stipulated in [clause of  
general conditions of contract] and signing of the contract for execution of the  
\_\_\_\_\_yo

u are hereby instructed to precede with the execution of the said works in  
accordance with the contract documents. It is hereby notified that the [site] is being  
handed over to you for execution of work in accordance with the contract  
documents.

Yours faithfully,

(Signature, name and title of  
Signatory authorized to sign on  
Behalf of employer/board)



## **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

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

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

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

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

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

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

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:

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

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

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

For and behalf of the employer/ board

Signed: [insert signature]

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

For any behalf of the contractor

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

In the presence of [insert identification of official witness]

## **SECTION 3**

### **CONDITIONS OF CONTRACT**

### 3. CONDITIONS OF CONTRACT

#### A. General

##### 3.1 Definitions

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

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

Compensation Events are those defined in Clause 3.44

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**Board** – Board of Trustees of the Deendayal Port, a body corporate under the Major Port Act, 1963 as amended from time to time.

**Chairman** means the Chairman of the Board of Trustees of Deendayal Port.

**“Engineer-in-Charge”** means the nominated Officer/Nodal Officer of execution of the work.

### *3.2 Interpretation*

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

- 3.2.1 If sectional completion is specified in the Contract Data, references in the Conditions of Contract to the Works, the Completion Date, and the Intended Completion Date apply to any Section of the Works (other than references to the Completion Date and Intended Completion date for the whole of the Works).
- 3.2.2 The documents forming the Contract shall be interpreted in the following order of priority:
  - 1. Agreement
  - 2. Letter of Acceptance and notice to proceed with Works Contractor’s Bid.
  - 3. Contract Data
  - 4. Conditions of Contract including Special Conditions of Contract
  - 5. Specifications
  - 6. Drawings
  - 7. Bill of quantities
  - 8. Any other documents listed in the Contract Data as forming part of the Contract.

### *3.3 Language and Law*

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

### 3.4 Nodal Officer or his nominee's Decisions

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

### 3.5 Delegation

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

### 3.6 Communications

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

### 3.7 Joint Venture(Deleted)

Companies/Contractors may jointly undertake contract/contracts. Each only would be jointly and severally responsible for completing the task as per the contract, however declaration of the Lead member to be indicated by bidders, however JV has to designate in their MOU. The firms with at least 26% equity holding each be allowed to jointly meet the eligibility criteria. However, there shall be no limit on the number of partners.

### 3.8 Subcontracting(Deleted)

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

#### 3.8.2 Other Contractor

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

### 3.9 Personnel

- 3.9.1 The Contractor shall deploy the key personnel as per the availability to execute the work. The Nodal Officer or his nominee will approve any proposed replacement of Key personnel as per their qualifications, abilities, and relevant experience. The employer has liberty to check the no. of person.



3.9.2. If the Nodal Officer or his nominee asks the Contractor to remove a person who is a member of the Contractor's staff of his work force stating the reasons, the Contractor shall ensure that the person leaves the Site within seven days and has no further connections with the work in the Contract.

3.10 Employer's and Contractor's Risks

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

3.11 Employers Risks

3.11.1 The Employers risks are

- ( a ) In so far as they directly affect the execution of the Works in the country where the Permanent Works are to be executed:
  - (i) War and hostilities (whether war be declared or not), invasion, act of foreign enemies:
  - (ii) Rebellion, revolution, insurrection, or military or usurped power, or civil war,
  - (iii) Ionizing radiations, or contamination by radioactivity from any nuclear fuel, or from any nuclear waste, from the combustion of nuclear fuel, radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof:
  - (iv) Pressure waves caused by aircraft or other aerial devices traveling at sonic or supersonic speeds; and
  - (v) riot, commotion or disorder, unless solely restricted to the employees of the Contractor or of his Subcontractors and arising from the conduct of the Works;
  - (vi) floods, tornadoes, earthquakes and landslides
- ( b ) Loss or damage due to the use or occupation by the Employer of any Section or part of the Permanent Works, except as may be provided for in

the Contract;

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

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

(i) could not have reasonably foreseen, or

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

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

B. Insure against.

3.12 Contractor's risks

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

### **3.13 Insurance**

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

( a ) Loss of or damage to the Contractors risks.(

b ) Loss of or damage to Equipment;

( c ) Loss of or damage property (except the Works, Plant, Materials and Equipment in connection with the Contract, and

( d ) Personal injury of death.

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

required to rectify the loss or damage incurred.

3.13.3. If the Contractor does not provide any of the policies and certificates required, the Employer may 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. If enclosed documents are not sufficient then bidder may do Soil investigation at their own cost to quote reasonable cost for tender. Any shortfalls on the Employer side than Employer is not responsible of the same. To ascertain the reasonable cost is the responsibility of the bidder

3.15. Queries about the Contract Data.

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

3.16. Contractor to Construct the Works.

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

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

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

3.18. Approval by the Nodal Officer or his nominee.

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

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

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

**3.18.4. NIL**

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

3.19. Safety

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

3.20 Discoveries.

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

3.21 Possession of the Site.

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

3.22. Access to the Site

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

3.23. Instructions

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

3.24. Disputes

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

3.25. Settlement of Disputes

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

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

3.25.2. Decision by Conciliator

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

### 3.25.3 Arbitration

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

- (i) A dispute with Dispute review expert shall be finally settled by arbitration in accordance with the Indian Arbitration and Conciliation Act, 1996, or any statutory amendment thereof. The arbitral tribunal shall consist of 3 arbitrators, one each to be appointed by the Employer and the Contractor, and the third to be appointed by the mutual consent of both the arbitrators, 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 work to which the dispute relates, and payment to the contractor shall be continued to be made as provided by the contract.
- (iv) If one of the parties fails to appoint its arbitrator in pursuance of sub-clause [i], within 14 days after receipt of the notice of the appointment of its arbitrator by the other party, then chairman of the nominated Institution shall appoint arbitrator within 14 days of the receipt of the request by the nominated institution. A certified copy of the chairman's order, making such an appointment shall be furnished to both the parties.
- (v) Arbitration proceedings shall be held at, and the language of the arbitration proceeding and that of all documents and communications between the parties shall be 'English'
- (vi) The decision of the majority of arbitrators shall be final and binding upon both parties. The expenses of the arbitrators as determined by the arbitrators shall be shared equally by the Employer and the Contractor. However, the expenses incurred by each party in connection with the preparation, presentation, etc. of its case prior to, during and after the arbitration proceedings shall be borne by each party itself.
- (vii) All arbitration awards shall be in writing and shall state the reasons for the award.

- (viii) Performance under the contract shall continue during the arbitration proceedings and payments due to the contractor by the employer shall not be withheld, unless they are subject matter of the arbitration proceedings.

3.26. Replacement of Conciliator

- 3.26.1 Should the Conciliator resign or die, or should the Employer and the Contractor agree that the conciliator is not fulfilling his functions in accordance with the provisions of the Contract, a new Conciliator will be jointly appointed by the Employer and the Contractor.

In case of disagreement between the Employer and the Contractor, within 30 days the Conciliator shall be appointed by the Appointing Authorities designated in the Contract Data at the request of either party within 14 days of receipt of such request.

B. TIMECONTROL

**3.27 Program**

- 3.27.1 Within the time stated in the contact data the contractor shall submit to the Nodal officer or his nominee for approval a program showing the general methods arrangements, order, and timing for all the activities in the works along with monthly cash flow forecast.

- 3.27.2. An update of the program shall be a program showing the actual progress achieved on the timing of the progress achieved on the timing of the remaining work including any changes to the sequence of the activities.

- 3.27.3. The contractor shall submit to the Nodal Officer or his nominees, for approval an updated program at intervals no longer than the period stated in the contract data. If the contractor does not submit an updates program within this period, the Nodal Officer or his nominee may withhold the amount stated in the contract data from the next payment certificate and continue to withhold this amount until the next payment after the date on which the overdue program has been submitted.

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

**3.28 Extension of the intended completion date.**

The nodal officer or his nominee shall extend the intended completion date if a compensation event occurs or a variation is issued which makes it impossible for completion to be achieved by

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

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

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

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

3.31. Management Meeting.

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

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

3.32. Early warning

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

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

3.32.3. The Defect Liability period for the contract shall be **12 months** from the date of completion of work



C. QUALITY CONTROL

**3.33. Identify Defects**

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

3.34. Tests

3.34.1. If the Nodal Officer or his nominee instructs the Contractor to carry out a test not specified in the specification to check whether any work has a Defect and the test shows that it does the Contractor shall pay for the test and any samples. If there is no Defect the test shall be a Compensation Event.

3.35. Correction of Defects

3.35.1 The Nodal Officer or his nominee shall give notice to the Contractor of any Defects before the end of the Defects Liability Period, which begins at Completion and is defined in the Contract Data. The Defects Liability Period shall be extended for as long as Defects remain to be corrected.

3.35.2. Every time notice of a Defect is given the Contractor shall correct the notified Defect within the length of time specified by the Nodal Officer or his nominee's notice.

3.36. Uncorrected Defects

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

D. COST CONTROL

**3.37. Bill of Quantities (Deleted)**

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

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

3.38. Changes in the Quantities (Deleted)

- 3.38.1. If the final quantity of the work done differs from the quantity in the Bill of Quantities for the particular item by more than + 25 percent provided the change exceeds + 10% of initial Contract Price, the Nodal Officer or his nominee shall adjust the rate (s), to allow for the change, in accordance with Clause 3.40.
- 3.38.2. The Nodal Officer or his nominee shall not adjust rates from changes in quantities if thereby the initial Contract Price is exceeded by more than 15 percent except with prior approval of the Employer.
- 3.38.3. If requested by the Nodal Officer or his nominee where the quoted rate (s) of any item(s) is/are abnormally high, the Contractor shall provide the Nodal Officer or his nominee with a detailed cost breakdown of such rate in the Bill of Quantities.
- 3.39. Variations.(Deleted)
- 3.39.1. All Variations shall be included in updated programs produced by the Contractor.
- 3.40. Payment for Variations.(Deleted)
- 3.40.1. Variation permitted shall not exceed +25% in quantity of each individual item, and +10% of the total contract price, within 14 days of the date of instruction for executing varied work, extra work or substitution, and before the commencement of such work, notice shall be given either (a) by the contractor to the Employer of his intention to claim the extra payment or a varied rate or price, or (b) by the Employer to the contractor of his intention to vary rate or price.
- 3.40.2. For items not existing in the Bill of Quantities or substitution to items in the Bill of Quantities, rate payable should be determined by methods given below and in the order given below :
- 1) Rates and prices in Contract, if applicable plus escalation as per contract.
  - 2) Rates and prices in the schedule of rates applicable to the contract plus ruling percentage.
  - 3) Market rates of materials and labour, hire charges of plant and machinery used, plus 10% for overheads and profits of Contractors.
- 3.40.3. For items in the Bill of quantities but where quantities have increased beyond the variation limits, the rate payable for quantity in excess of the quantity in the Bill of Quantity plus the permissible variation should be:
- 1) Rates and prices in contract, if reasonable plus escalation, failing which(ii) and (iii) below will apply

- 2) Rates and prices in the schedule of Rates applicable to the contract plus ruling percentage,
- 3) Market rates of material and labour, hire charges of plant and machinery used plus 15% for overheads and profits of contractor.

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

3.40.5. If the Nodal officer or his nominee decides that the urgency of varying the work prevent a quotation being given and considers not delaying the work, no quotation shall be given and the variation shall be treated as a Compensation Event.

3.41 Cash flow forecasts.

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

3.42 Payment Certificates.

3.42.1 The contractors shall submit to the Nodal Officer or his nominee monthly statements of the estimated value of the work completed less the cumulative amount certified previously.

3.42.2 The Nodal Officer or his nominee shall check the Contractors' monthly statement within 14 days and certify the amount to be paid to the Contractor after taking into account any credit or debit for the month in question in respect of materials for the works in the relevant amount and under conditions set forth in sub clause 3.51.6 of the Contract Data (Secured Advance).

3.42.3 The value of work executed shall be determined by the Nodal Officer or his nominee.

3.42.4 The value of work executed shall comprise the value of quantities of the items in the Bill of quantities completed.

3.42.5 The value of work executed shall include the valuation of variations and Compensation Events.

3.42.6 The Nodal Officer or his nominee may exclude any item certified in a previous certificate or reduce the proportion of any item previously certified in any certificate in the light of later information.

3.43. Payments.

### **Mode of Payment**

3.43.1 The contractor shall submit financial bid for following components:

***i. Design, Construction, Procurement, Installation and commissioning of 50Tonn per day Semi-Automatic MRF Plant at Deendayal Port Gandhidham on EPC mode***

The payment terms on the basis of financial bid submitted by the bidder is as follows:

Sl. No	Component	Payment terms	Certification
1.	Design, Construction, Procurement, Installation and commissioning of 50Tonn per day Semi-Automatic MRF Plant at Deendayal Port Gandhidham on EPC mode	30%Testing of materials and commencement of manufacturing process of equipment as well as commencement of construction of shed	On submission of material testing certificate from NABL accredited testing agency
		40% Completion of work of manufacturing of equipment and construction of shed	On completion all full testing process and certified by EIC
		15% of the contract value after completion of supply, installation and erection of all equipment's/ accessories required for MRF plant	On completion of activity and certified by CME department of DPA
		15 % of the contract value on trial run and commissioning of the plant.	On successful commissioning of plant and verification and issue of completion certificate by engineer in-charge

3.43.2 The Defect Liability Period of work in the contract shall be 12 months from the date of completion of work

Note:

1. Payment will be made on Task/Activity percentage basis.

2. Pre Final & Final bill will be any amount.

3.43.2 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.

### 3.44 Compensation Events

3.44.1 The following mutually agreed Compensation Events unless they are caused by the Contractor would be applicable.

- (a) The Employer does not give access to a part of the Site by the site. Possession Date stated in the Contract Date.
- (b) The Employer modifies the schedule of other contractors in a way which affects the work of the contractor under the contract.
- (c) The Nodal Officer or his nominee orders a delay or does not issue drawings, specifications or instructions required for execution of works on time.
- (d) The Nodal Officer or his nominee instructs the Contractor to uncover to carry out additional tests work which is then found to have no Defects.
- (e) The Nodal Officer or his nominee unreasonably does not approve for a subcontract to be let.
- (f) Ground conditions are substantially more adverse than could reasonably have been assumed before issuance of letter of Acceptance from the information issued to Bidders (including the Site Investigation Reports), from information available publicly and from a visual inspection of the site.
- (g) The Nodal Officer or his nominee gives an instruction for dealing with an unforeseen condition, caused by the Employer, or additional work required for safety or other reasons.
- (h) Other contractors, public authorities, utilities or the Employer does not work within the dates and other constraints stated in the Contract that cause delay or extra cost to the Contractor.
- (i) The advance payment is delayed.
- (j) The effect on the Contractor of any of the Employer's Risks.
- (k) The Nodal Officer or his nominee unreasonably delays issuing a Certificate of Completion.
- (l) Other Compensation Events listed in the Contract Date or mentioned in the contract.
- (m) Whenever any compensation event occurs, the contractor will notify

the employer, within 14 days and provide a forecast cost of the compensation event.

3.44.2 If a Compensation Event would cause additional cost or would prevent the work being completed before the intended Completion Date, the Contract Price shall be increased and/or the intended Completion Date shall be extended. The Nodal Officer or his nominee shall decide whether and by how much the Contract Price shall be increased and whether and by how much the Intended Completion Date shall be extended.

3.44.3 As soon as information demonstrating the effect of each Compensation Event upon the Contractor's forecast has been provided by Contractor, it is to be assessed by the Nodal Officer or his nominee and the Contract Price shall be adjusted accordingly. If the Contractor's forecast is deemed unreasonable the Nodal officer or his nominee shall adjust the Contract Price based on Nodal Officer or his nominee's own forecast. The Nodal

3.44.4 Officer or his nominee will assume that the Contractor will react competently and promptly to the event.

3.45 Tax

3.45.1. The rates quoted by the Contractor shall be deemed to be inclusive of the sales and other taxes that the Contractor will have to pay for the performance of this Contract. The Employer will perform such duties in regard to the deduction of such taxes at sources as per applicable law.

3.46. Currencies

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

3.47. **Price Adjustment.(Deleted)**

3.47.1. Contract price shall be adjusted for increase or decrease in rates and prices of labour, materials, fuels and lubricants in accordance with the following principles and procedures and as per formula given. The price adjustment shall apply for the work done from the start date given in the Contract data upto end of the initial intended completion date or extensions granted by the Nodal Officer or his nominee and shall not apply to the work carried beyond the stipulated time for reason attributable to the contractor.

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

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

Where,

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

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

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

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

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

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

### **3.47.2. NIL**

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

### **SUBSEQUENT LEGISLATION**

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

3.48. Retention

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

3.49. Liquidated damages

(A) In case of delay in completion of the contract, liquidated damages (L.D) may be levied at the rate of ½ % of the contract value per week of delay or part thereof, subject to a maximum of 10 percent of the contract price.

**3.50. Incentives or Bonus (Deleted)**

For early completion of the contract before the stipulated date of completion of an incentive amount at the rate of half percent (1/2%) of the contract price per full week of early completion, subject to a maximum of five percent (05%) of the contract price may be paid to the contractor. 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 extension of time at its discretion, by virtue of which the contractor make himself eligible for incentive, the extension shall be considered only till the actual date of completion and no incentive shall be payable. For calculation of incentive payment, contract price shall be exclusive of tender price plus taxes and duties.

**3.51. Advance payment (Deleted)**  
**Mobilization Advance (Deleted)**

- ( a ) The Mobilization advance shall not be sanctioned in less than two installments. The second installment is sanctioned only after proper utilization of advance disbursed in first phase and a certification to this effect by E-I-C.
- (b) The advance shall be limited to 10% of tendered amount.
- (c) Interest free advance shall not be granted. Rate of Interest shall be SBI Lending Rate +2%.
- (d) The mobilization advance shall be released only after obtaining a bank Guarantee bond from a nationalized bank for 110 %( as per latest cvcdirections) of amount of advance to be released and valid for the contract period. This shall be kept renewed time to time to cover the balance amount and likely period to complete recovery together with interest.
- (e) The original bank guarantee should be received by DPT directly from the issuing authority by Registered Post [AD]. However, in exceptional cases, where the guarantee is handed over to the customer for any genuine reasons, the branch should immediately send by Registered Post [AD] an unstamped by the E-I-C.
- (f) The interest on the advance shall be calculated from the date of payment to the date of recovery, both days inclusive.
- (g) It shall be ensured that at any point of time, Bank Guarantee is available for the amount of outstanding advance.
- (h) The recovery should be commenced after 10% of work is completed and the entire amount together with interest shall be recovered by the time 80% of the work is completed. However, the interest recovery shall be effected immediately from the 1st release of payments towards execution of the work.
- (i) If the contractor fails to achieve the targeted progress at the end of 50% of time period the mobilization advance may be recovered by encashing the bank guarantee, provided no hindrance/delay was caused by the department.



### 3.52. Performance Securities

3.52.1 "Performance guarantee should be 10% of Contract price of which 5% of contract price should be submitted as Bank Guarantee, or FDR or online digital Transfer within (21 days in case of domestics bid and within 28 days in case of global bids) 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.

3.52.2 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 DPT for a period of three years from the date of notification."

3.53. NIL

### 3.54. Cost of Repairs

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

E. FINISHING THE CONTRACT.

### 3.55. Completion

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

3.56 Taking over

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

3.57 Final Account

3.57.1 The Contractor shall supply to the Nodal Officer or his nominee a detailed account of the total amount that the Contractor considers payable under the contract before the end of the Defects Liability period. The Nodal Officer or his nominee shall issue a defects liability certificate and certify any final payment that is due to the contractor within 60 days of receiving the contractor's account if it is correct and complete. If it is not, the Nodal Officer or his nominee shall issue within 15 days a

schedule that states the scope of the corrections or additions that are necessary for the correction and certify payment of 50% of the undisputed amount to the contractor.

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

- 3.58 Operating and Maintenance Manuals
- 3.58.1 If "as built" Drawings and /or operating and maintenance manuals are required the contractor shall supply them by the dates stated in the Contract Data.
- 3.58.2 If the contractor does not supply the drawings and /or manuals by the dates stated in the contract data, or they do not receive the Nodal Officer or his nominee's approval, the Nodal Officer or his nominee shall withhold the amount stated in the contract data from payments due to the contractor.
- 3.59 Termination
- 3.59.1 The employer or the Contractor may terminate the contract if the other party causes a fundamental breach of the contract.
- 3.59.2 Fundamental breaches of contract include, but shall not be limited to the following:
  - (a) The contractor stops work for 28 days when no stoppage of work is shown on the current program and the stoppage has not been authorized by the Nodal Officer or his nominee.
  - (b) The Nodal Officer or his nominee instructs the contractor to delay the progress of the work and the instruction is not withdrawn within 28 days.
  - (c) The employer or the contractor becomes bankrupt or goes into liquidation other than for a reconstruction restructure or amalgamation.
  - (d) A payment certified by the Nodal Officer or his nominee is not paid by the employer to the contractor within 50 days of the date of the Nodal Officer or his nominee's certificate.
  - (e) The Nodal Officer or his nominee gives Notice the failure to correct a particular defect is a fundamental breach of contract and the contractor fails to correct it within a reasonable period of time determined by the Nodal Officer or his nominee.
  - (f) The contractor does not maintain a security which is required.
  - (g) The contractor has delayed the completion of works by the number days

for which the maximum amount of liquidated damages can be paid as defined in the contract data and

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

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

- 3.59.3 When either party to the contract gives notice of a breach of contract to the Nodal Officer or his nominee for a cause other than those listed under sub Clause. 3.59.2 above, the Nodal Officer or his nominee shall decide whether the breach is fundamental or not.
- 3.59.4 Notwithstanding the above, the employer may terminate the contract for convenience subject to payment of compensation to the contractor including loss of profit on uncompleted works. Loss of profit shall be calculated on the same basis as adopted for calculation of extra/additional items.
- 3.59.5 If the contract is terminated the Contractor shall stop work immediately, make the site safe and secure and leave the site as soon as reasonably possible.
- 3.60. Payment upon Termination.
  - 3.60.1 If the contract is terminated because of a fundamental breach of contract by the contractor, the Nodal Officer or his nominee shall issue a certificate for the value of the work done less advance payments received upto the date of the issue of the certificate, less other recoveries due in terms of the contract, less taxes due to be deducted at source as per applicable law and less the percentage to apply to the work not completed as indicated in the contract data. Additional liquidated damage shall not apply if the total amount due to the employers exceeds any payment due to the contractor, the difference shall be payable to the employer.

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

3.61. Property

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

3.62 Release from Performance.

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

3.63 NIL

## **F. SPECIAL CONDITIONS OF CONTRACT**

### **1. LABOUR**

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

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

### **2. COMPLIANCE WITH LABOUR REGULATIONS:**

During continuance of the contract, the Contractor and his sub contractor 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 provides for laying down rules governing the conditions of employment by the Employer on matters provided in the Act and get same certified by the designated Authority.
- (l) Trade Unions Act 1926:- The Act lays down the procedure for registration of trade union of workmen and employers. The Trade Union registered under the Act have been certain immunities from civil and criminal liabilities.
- (m) Child Labour (Prohibition & Regulation) Act 1986:- The Act prohibits employment of children below 14 years of age in certain occupations and processes and provides for regulation of employment of Children in all other occupations and processes. Employment of Child Labor is prohibited in Building

and Construction Industry.

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

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

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

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

**Contractor**

**Executive ENGINEER (C)  
Deendayal Port Authority**

## **SECTION 4**

### **CONTRACT DATA**



## CONTRACT DATA

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

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

The employer is  
Chairman,  
Deendayal Port Authority, Kandla

Address: A.O. Building, P.O. Box No. 50, Gandhidham -370201, Gujarat State, India

Employer's authorized representative is Chief Engineer Deendayal Port Authority.

The nodal officer or his nominee is  
SUPERINTENDING ENGINEER (P),  
DEENDAYAL PORT AUTHORITY,  
2nd FLOOR, NIRMAN BUILDING,  
KANDLA – 370210, KUTCH DISTRICT  
GUJARAT STATE, INDIA,

Nodal officer's authorized representative of DPT

The conciliator appointed jointly by the employer and contractor is: **to be decided during execution of work**

The name and identification number of the contract is "***Design, Construction, Procurement, Installation and commissioning of 50 Tonneper day Semi-Automatic MRF Plant at Deendayal Port Gandhidham on EPC mode***"

The works consist of "***Design, Construction, Procurement, Installation and commissioning of 50 Tonneper day Semi-Automatic MRF Plant at Deendayal Port Gandhidham on EPC mode***"

The start date shall be\_\_\_\_\_

The intended completion date for the whole of the work is **04 (Four) Months (**

The following documents also form part of the contract  
The contractor shall submit a program for the works immediately after delivery of the letter of acceptance.

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

The defect liability period is 12 Months (3.35)

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

Appointing authority for the Arbitrator is Chairman, DPT.

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

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

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

The language of the contract documents is English (3.3)

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

The currency of the contract is Indian rupees (3.46)

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

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Appointing authority for the Arbitrator is Chairman, DPT.

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

**SECTION 5**

**SPECIFICATIONS**

**AND**

**SPECIAL CONDITIONS**

**5.01** Unless otherwise specified the work is to be carried out as per detailed specification laid down in IS specification & Indian Standards Codes. MOST specification, Latest IRC standard, and CPWD manual and DPT SOR shall prevail.

**5.02** In case of items where no specifications is defined under IS, MOST or CPWD manual or DPT SOR or tender documents, superior quality of material available in market shall be applicable with approval of Engineer in charge.

**5.03** The following clauses of the INSTRUCTION TO THE BIDDERS (Section– I) will not be applicable. Which is superseded the earlier.

Clause 1.4.1 (h), 1.4.2(j)

Clause 1.4.4 1.4.5.

Clause 1.8.2 (Bidding documents)

Clause 1.19.1, 1.19.2, 1.19.3 (sealing and marking of bids) Clause 1.22.2 & 1.22.5 (Modification of withdrawal of Bid) Clause 1.23.2, 1.23.3, 1.23.4 (Withdrawal)

Clause 1.26.4

Clause 1.24.1, 1.24.2 (Correction of errors)

Clause 1.33 (Advance payment)

Clause 1.34 (Conciliator)

**5.04** The following clauses will not be applicable. Which is superseded the earlier.

- (a) The clauses c, d, g of the SPECIMEN FOR FORM OF BID.
- (b) Contractor's Bid (Section-2)
- (c) Table at Sr. No.7 of Information required by the employer (Section-2)
- (d) Conciliator is not applicable under contract date of (section –4)
- (e) The form for Dispute Review Board Agreement (section– 8) & Exception & Deviations(Section-8).
- (f) The form for specimen Bank Guarantee for advance payment (Section -8).
- (g) The form for specimen Bank guarantee for stage payment ( Section-8 ).
- (h) Clause-7 (Subcontracts & firms involved) of section-2

**5.05** The following clauses of the CONDITION OF CONTRACT (Section-III) will not be applicable. Which is superseded the earlier.

Clause 3.8.1 (Sub-contracting)

Clause 3.21.1 (Possession of site)

Clause 3.24.1 (Disputes)

Clause 3.25.1, 3.25.2, 3.25.3 (Settlement of disputes, decision by Conciliation, Arbitration)

Clause 3.26.1 (Replacement of Conciliator)

Clause 3.44.1, 3.44.2, 3.44.3 (Compensation events)

Clause 3.45 (Tax )

Clause 3.47 (Price Adjustment)

Clause 3.50 (Incentive or Bonus)

- (a) Board : Board of Deendayal Port Authority . A body corporate under the Major Port Authorities Act, 2021 as amended from time to time.
- (b) Chairman: means the Chairman of the Board of Deendayal Port Authority.

**5.06.** The drawings enclosed with the tender documents to provide some idea of the job are preliminary for tender purpose only and are by no means complete and final, and do not show the full range of the work under the scope of the contract. Work shall be carried out only on the basis of drawings marked "Released for Construction" with addition, alteration and modifications made to aforesaid drawings from time to time and also according to other drawings that would be supplied to the Contractor from time to time. Submission of design and drawing is the responsibility of the contractor.

**5.07.** In all cases where drawings are specified or required to be supplied by the Contractor for the approval of the Engineer for any work included in his contract any alteration to such drawings to satisfy the Engineer's requirement shall be made by the Contractor at no extra cost.

**5.08. Drawings of Temporary Works**

At least 15 days before the date when the Contractor intends to start erecting, any part of the Temporary works and staging required for carrying out the work, he shall furnish to the Engineer complete drawings of that part of the temporary works and staging for reference. The Contractor shall at the same time, if so required by the Nodal Officer, furnish calculation in respect of such temporary works. The Contractor shall also furnish to the Nodal Officer drawings showing the method proposed

for the erection of the various parts of the works.

The furnishing to the Nodal Officer of any design for any of the temporary works and staging shall not relieve the contractor of any liability or obligation under the contract in respect of such temporary works and staging.

"Approved" means, approved by the Nodal Officer in writing including subsequent confirmation of previous verbal approval.

**5.11.** Though the drawings to be supplied will be exhaustive the decision of the Nodal Officer or his nominee 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.

**5.12.** 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.

**5.13.** 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.

Samples provided to the Nodal officer or his nominee for their retention are to be in labeled boxes suitable for storage. Materials or workmanship not corresponding in character & quality with approved samples will be rejected by Nodal officer or his nominee.

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. Materials shall be tested before dispatching to the site, where possible. 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.

**5.14.** All materials required to be used in the work shall be got tested from Port Laboratory or government approved lab under supervision of Nodal Officer,

Nominee and the charges there of shall be borne by the department

- 5.15.** Before commencement of work the Nodal officer or his nominee and the Contractor shall jointly survey and record all ground levels on the site if required. 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 Nodal Officer or his nominee and the Contractor.

**5.16. SUPPLY OF WATER**

{i} The contractor shall have to make his own arrangements for the water required for execution of work and for labours etc.

{ii} Water used for mixing and curing shall be clean and free from injurious amounts of oil, acids, alkalis, salts, sugar, organic materials or other substances that may be deleterious to concrete or steel.

{iii} Unfiltered potable water is generally considered suitable for mixing and curing. Mixing and curing with sea water shall not be permitted in any case.

{iv} Periodically samples of water shall be tested as per IS-3025 and as a guide, the following concentrations represent the maximum permissible values:

- (a) To neutralize 200 ml sample of water using Phenolphthalein as an indicator, it should not require more than 2 ml of 0.1 normal NaOH.
- (b) To neutralize 200 ml sample of water using Methyl Orange as an indicator, it should not require more than 10 ml of 0.1 normal HCL.

- 5.17.** "The provision in Special Conditions, which form a part of Contract, shall have precedence over those specified in other sections in case of diversity, if any."

5.17.1 The formal agreement should be drawn up with the contractor under which Port Trust secures a lien on the materials and is safeguard against losses due to the Contractor postponing the execution of the work or due to shortage or misuse of the materials, and against the expenses entailed for their proper watch and safe custody.

5.17.2 However, no secured advance shall be payable on crushed stone metal, aggregates, sand, murrum etc.

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

- 5.19.** The cement concrete solid blocks, machine made required for the work, shall be got tested from the port laboratory as directed or any Government approved laboratory. The Contractor shall make available the number of blocks so required for testing of solid blocks and the strength shall not be less than 40 Kg/cm<sup>2</sup>. The charges shall be borne by the department

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

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

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

**5.23.**

(a) All the royalty of the materials, quarry fees, octroi charges, sales tax etc., are payable by the contractor directly to the authority concerned and the rates tendered shall be deemed inclusive of all such charges.

(b) All royalties of material, quarry fees etc., payable by the contractor directly to the authority concerned and rates tendered shall be deemed to be inclusive of all charges. Before claiming security deposit, the contractor shall produce "No dues certificate" from the Geologist, Geology and mining department, Anjar.

**5.24.** The tenderers are expected to have full knowledge of the site of work and local working condition at proposed location of Gandhidham area before submitting the tenders. The Nodal Officer or his nominee will give to the Contractor possession of so much of the site as in the opinion of Nodal Officer or his nominee may be required to enable the Contractor to proceed with the construction without interruption of the work in accordance with the requirement. However, all efforts will be made to handover entire clear site at the starting of work.

No claim / disputes what-so-ever for handing over the site of work late, for starting the work shall be entertained. If the contractor suffers any delay the Nodal Officer or his nominee may grant at his discretion an extension of time for completion of work. However, no claim / 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 unfailingly.

**5.25. POST TENDER MODIFICATION:**

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

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



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

- 5.27.** The contractor shall have to make good all damages done by him to structure nearby while executing the work and no extra payment shall be made to him on that account.
- 5.28.** The stamp paper of Rs. 300 shall be used for furnishing agreement by the contractor within 15 days from the date of issue of letter of acceptance, failing which he will not be permitted to start the work.
- 5.29.** For execution of work, contractor may be permitted to construct temporary offices, store, labour room toilet etc. at his own cost along with necessary letter / drawing for the permission in written. Nothing will be paid for these purpose and before handing over the site on completion of the work, the contractor has to dismantle all these temporary structure erected by him. Completion certificate will be issued only after compliance of above aspects.
- 5.30.** All the works until handed over to the Nodal Officer or his nominee shall stand at the risk of the contractor who shall be responsible to make good at his own cost all the losses and damage caused by or due to fires, weather, tides or any other reasons. The contractor shall hand over at the time of completion of work the work in good order and conditions and in conformity in every respect with the requirements of the contract and instructions of the Nodal Officer or his nominee.

**5.31. GST REGISTRATION**

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

**5.31.1 GOODS & SERVICE (GST) CLAUSE**

The contractor shall quote the price exclusive of GST.

The applicable GST shall be paid extra to the contractor after producing GST Invoice as per the certified Bill by the department as per Goods and Service Tax 2017. However, element of GST shall not consider for evaluation of bid.

**5.31.2 TDS ON GST**

TDS provision under GST Acts, 2017 are in force from 1.10.2018 and accordingly TDS under GST Act will be deducted @ 2% (1% CGST and 1% SGST or 2% IGST) from payment/credit give to the contractor/professional and other for work order/contract exceeding Rs.250000/-

- 5.31.3** "Contractor/service provider/supplier etc. has to ensure timely and proper filling of GSTR1 so that Deendayal Port Authority can avail input tax credit in timely manner. In case DPT 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 DPT and therefore same shall be recovered from the payment/deposit of the contractor/service provider/supplier.”

#### 5.34 INCOME TAX DEDUCTIONS FROM BILLS

Income Tax deduction @ prevalent rate and surcharge/GST as applicable on the payments to the contractor will be deducted from the bills as directed by the central board of director taxes, Ministry of finance, Government of India.

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

5.35 Contractor shall provide 01 nos. of four wheeler tourist vehicle (Tata sumo / Bolero / Xylo or equivalent) with driver during contract period for the use of employer. This vehicle will be used only for duties related to the works of this contract. Vehicle must be in very good condition and to the satisfaction of Engineer - In- charges. Necessary fuel / oil / driver / maintenance etc., will have to be borne by the contractor. During the currency of contract in case the contractor does not provide the vehicle the employer will engage the other tourist vehicle and actual charges incurred will be recovered from their due payments or Rs.3000/- per day will be recovered.

#### 5.43 **ARBITRATION**

(i) Except where otherwise provided in the contract all questions and disputes relating to the meaning of the specifications, designs, drawings and instructions here in before mentioned and as to the quality of workmanship or materials used on the work or as to any other question, claim right, matter or any other thing what so ever, in any way arising out of or relating to the contract, design, drawings, specifications, estimates, instructions, order or to the condition or otherwise concerning the work or regarding the execution or failure to execute the same whether arising during the progress of work or after the completion thereof as described here in after shall be referred to the Chairman for sole arbitration by himself or by any Office appointed by him.

(ii) It will be no objection to any such appointment that the arbitrator is an employee of the Board or the Government, that he had to deal with the matter to which the contract relates and that in course of his duties as an employee of the Board or the Government, he had expressed views on all or any of the matters in dispute or of different.

The arbitrator, who has been dealing with the arbitration case, being transferred or vacating his office or in the event of his death or being unable to act for any reason, the Chairman then holding the office shall arbitrate himself or appoint any officer to act as arbitrator.

(iii) It is also a term of the contract that no person other than the Chairman himself or any officer appointed by him shall act as arbitrator.

(iv) It is a term of the contract that only such question and disputes as were

raised during progress of work till its completion and not thereafter shall be referred to arbitration. However, this would not apply to the questions and disputes relating to liabilities of parties during the guarantee period after completion of the work.

- (v) It is a term of the contract that the party invoking arbitration shall give a list of disputes with amounts of claim in respect of each said disputes along with the notice seeking appointment of arbitrator.
- (vi) It is also a term of the contract that if the contractor does not make any demand for appointment of arbitrator in respect of any claims/disputes in writing, as aforesaid, within 120 days of receiving the intimation from the Nodal officer or his nominee that the final bill is ready for payment, the claim of the contractor shall be deemed to have been waived and absolutely barred and the Port Trust shall be discharged and released of all liabilities under the contract in respect of these claims.
- (vii) It is also a term of the contract that the arbitrator shall adjudicate only such disputes/claims as referred to him by the appointing authority and give separate award against each dispute/claim referred to him. The arbitrator will be bound to give claim wise detail and speaking award and it should be supported by reasoning.
- (viii) The award of the arbitrator shall be final, conclusive and binding on all the parties to the contract.
- (ix) The arbitrator from time to time, with the consent of both the parties, enlarge the time for making and publishing the award.
- (x) Arbitration shall be conducted in accordance with the provision of Indian Arbitration Act, 1996 or any statutory modifications or re-enactment thereof and rules made there under and for the time being in force shall apply to the arbitration proceedings under this clause.
- (xi) It is also a term of the contract that if any fees are payable to the arbitrator, this shall be paid equally by both the parties.
- (xii) It is also a term of the contract that the arbitration shall be deemed to have been entered on the reference on the date he issued the first notice to both the parties calling them to submit their statement of claims and counter statement of claims.
- (xiii) Venue of the arbitration shall be such place as may be fixed by the arbitrator at his sole discretion".

#### **5.44**

##### **(A) SPECIAL CONDITION IN RESPECT OF CEMENT**

- a) The contractor shall procure the cement conforming to relevant Indian Standard holding license to use ISI Certification mark for their product.
- b) For verification of such purchase all the bills of manufacturer / supplier /

dealer will have to be furnished to the Nodal officer or his nominee

- c) Supply of cement shall be taken in 50 Kg bags bearing manufacture's name, him registered trade mark, date of manufacture, batch number and ISI marking.
- d) Every consignment of cement must have identification marks on packages indicating date of manufacture and grade and type of cement, cement brought to works shall not be more than 6 weeks old from the date of manufacture.
- e) Every delivery of cement shall be accompanied by a manufacturers test certificate confirming that the supplied cement conforms to relevant specifications.
- f) Nodal officer or his nominee shall be at his liberty to carry out testing of cement at his discretion from Port laboratory or Government approved laboratory as per relevant before / during use. The contractor shall make all the necessary arrangements for the same and all the charges to be borne by the contractor.
- g) Each consignment shall be stored separately so that it can be readily identified and inspected. The arrangement of cement shall be such as to ensure the utilization of cement in the order of its arrival at the stores.
- h) Cement brought to site and cement remaining unused shall not be removed from site without the permission of the Nodal officer or his nominee.
- i) In case concrete mixing is with Batching Plant, Nodal Officer may allow cement to be used in bags/ silos/ Bulk etc.

The batching plant shall be capable of separately proportioning each type of material by weight. The batching and mixing shall be carried out preferably in a forced action central batching and mixing plant having necessary automatic controls to ensure accurate proportioning and mixing. Calibration of the batching and mixing plant shall be carried out at regular intervals, as per IS. The contractor shall also maintain a daily production record for that plant, including details of which mixes were supplied and which delivery dockets were dispatched.

There should be a record of what materials were used for that day's production including water and admixtures.

The production of concrete at each plant shall be systematically controlled. This is to ensure that all the concrete supplied shall be in accordance with these requirements and with the specification.

Contractor to make a quality manual and keep authenticated copy of all relevant Indian Standards. Work instructions, process control chart, applicable forms/ formats, shall be made and maintained. Contractor shall also follow all applicable regulations like environmental laws, weight and measure department etc. Records shall be maintained by the contractor to provide confirmation of the quality and quantity of concrete produced.

#### **5.45 SPECIAL CONDITION IN RESPECT OF STEEL REINFORCEMENT (TMT) –FE-500 D**

- a) The contractor shall procure the steel reinforcement confirming relevant Indian standard of various diameters holding license to use ISI Certification for their product from Primary Manufacturer/ Supplier/ Dealer. In any circumstances, steel reinforcement produced by re-rolling mills shall not be allowed to use in the work.
- b) Every delivery of Steel reinforcement shall be accompanied by a manufacturer's test certificate conforming that the supplied Steel reinforcement conforms to relevant specifications.
- c) The Reinforcement Bars shall be procured from primary producers like SAIL, TATA, VIZAG, RINL, ESSAR etc. If the reinforcement bars of these manufactures are not available in market, the equivalent product may be allowed with prior approval of engineer in charge.
- d) For verifications of such purchase all the bills of manufacturer / supplier/dealer will have to be furnished to the Nodal officer or his nominee.
- e) The contractor shall have to procure the steel reinforcement of various sizes/diameters as per the working drawings, which shall be supplied only during execution of the work. No claims/disputes arising about details of steel reinforcement so provided shall be entertained.

In case, if particular size(s) of steel reinforcement is not available with the approved manufacturers, the contractors shall have to intimate the Nodal officer or his nominee in writing along with documentary proof in this regard. Nodal officer or his nominee, at his discretion, may allow to use alternate diameter of reinforcement bars provided that no claims/disputes arising out in respect of payment for difference in rate of steel shall be entertained.

- f) Nodal officer or his nominee shall be at liberty to carry out independent testing of steel reinforcement at his discretion from any of Government Approved laboratory as per relevant I.S. specifications before use. The contractor shall make all the necessary arrangements for same and all the charges to be borne by the contractor.
- g) The contractor shall procure the steel reinforcement bars of standard length as per relevant I.S.
- h) Steel reinforcement which remaining unused shall not be removed from site without the permission of the Nodal officer or his nominee.

#### **5.46 SETTINGOUT**

The Contractor shall be responsible for the true and proper setting out of the "Works" and the correctness of the positions, levels, dimensions and alignment of all parts of the works and for the provision of all necessary instruments, appliances and labour in connection herewith. If at any time during the progress of the works any error shall appear or arise in the position levels, dimensions or alignment of any part of the works, the Contractor shall immediately notify the Nodal Officer or his nominee who will direct the Contractor in what way the work shall be carried out and the Contractor, on being required to do so by the

Nodal Officer shall at his own expense rectify such error to the satisfaction of the Nodal Officer or his nominee at any stage of the work or the checking of any setting out or any line or level by the Nodal Officer or his nominee shall not in any way relieve the Contractor of his obligations under the contract.

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

**5.47** PATENT RIGHTS & ROYALTIES

Contractor has to pay royalty where ever required as per Govt. guidelines.

**5.48** NOTICE OF ADDRESS

The Contractor shall notify in writing to the Nodal Officer an address at Kandla / 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 Contractor shall also be deemed to be duly served if sent by registered Post to or left at the principal place of business or if the Contractor be a company the registered office of the Contractor or at the Contractor's last known address.

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

**5.50** SUB-SOIL DATA

In the area covered by the Deendayal Port, the nature of sub-soil is indicated in relevant tender drawing for guidance only. The tenderer shall satisfy himself of the character and volume of work under the items and expected surface and/or sub-soil water to be encountered.

He must satisfy himself about the general conditions of the site and ascertain the existing and future obstruction likely to come up during the execution of the contract to carry out the work.

**5.51** CLASS OF CONCRETE

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

**5.52** DECLARED ACCEPTED PROPORTIONS

The proportions finally accepted and approved by the Nodal Officer or his nominee which he considers will produce concrete having the properties

required by the foregoing clause and elsewhere in the specifications, shall be known as declared proportions but no agreement by the Nodal Officer or his nominee to such declared proportions shall be the Contractor's responsibility to use in the works at all times, only concrete having properties as laid down the foregoing clause, and elsewhere in the specifications, and in all respects satisfactory to the Nodal Officer or his nominee.

**5.53** NO DEVIATION FROM DECLARED PROPORTIONS

No deviation from declared proportions will be allowed unless and until the Nodal Officer or his nominee shall give his written authorization for the adoption of revised proportions for any class of concrete.

**5.54** FAULTY WORK

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

**5.55** PROGRESS REPORTS

Daily and weekly progress reports on concreting shall be submitted to the Nodal Officer in an approved Form.

**5.56** CONTRACTOR'S RESPONSIBILITY

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

**5.57** WATCHING & LIGHTING

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

**5.58** ALLOTMENT OF SITE

The Nodal Officer will, after the issue of written order to Contractor to commence the work, give to the contractor possession of so much of the site as in the opinion of the Nodal Officer may be required to enable the contractor to commence and proceed with the construction of the works in accordance with the programme

If the contractor suffers any delay from failure in accordance with the terms,

the Nodal Officer shall grant an extension of the time for completion of the work without financial repercussions on either side.

#### **5.59 ALLOTMENT OF WORK SITE**

##### **1. SITE OF WORK.**

The allotment of the site is immediately hand over to contractor after the work order for the work is issued free of cost.

##### **2. HUTMENT AREA FOR LABOURS**

Area for temporary hutments, canteens, crèche, etc. for labour shall be allotted beside the site of work.

#### **- 5.60 AMENDMENTS**

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

#### **5.61 INFLAMMABLESTORES**

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

#### **5.62 The Contractor shall submit all the test certificates in regards to equipment's and machinery before dispatch of equipment's from NABL accredited agency of Testing of Material**

#### **5.63 The bidders along with submission of bid shall submit design calculation with capacity of equipment's etc. and layout duly proof checked and certified by any of the Empaneled consultant who are empaneled under the Ministry of Urban development Economic Division vide OM dt 27/11/2014 or updated list, failing which the bid shall be considered invalid.**

#### **5.64 PAINTS**

All paints and distempers used on the works shall be approved by the Nodal Officer or his nominee. Test certificates on, covering capacity dryfilm



thickness and viscosity and drying time may be required.

#### **5.65** CEMENT CONCRETE (PLAIN AND REINFORCED) AND MISCELLANEOUS FIXTURES SCOPE.

The specification cover all the requirements, described hereinafter for general use of plain and reinforced cement concrete work in structure and location, cast-in-situ or pre-cast and shall include all incidental items of work not shown or specified by reasonably implied or necessary for the completion of the work. This specification shall also to the extent it has been referred to or applicable with the special requirements of structures covered in scope of IS456-2000.

IS 456 shall form a part of these specification and shall be complied with unless permitted otherwise. For any particular aspect not covered by this code appropriate IS Code specification and / or replacement by any International Code of practice as may be specified by the Nodal Officer shall be followed. All codes and standards shall conform to its latest versions.

The maximum slump for the different structural members is given below : -

1	Pile	-	140 to 160mm
2	Precast Beam & Slab	-	40mm
3	Cast-in-situ Beams & Slabs	-	40mm
4	Pourable concrete cast-in-site	-	120mm
5	Footing foundation		50mm
6	Columns, pillars, post etc.		50mm
7	Walls, pilaster, railing etc.		60mm

The cubes casted at site shall be tested at Port Laboratory or Government approved laboratory and test results shall conform to IS 456: 2000 (latest edition). Testing charges of the cubes shall be borne by the contractor. If the result is not satisfactory the concrete work will have to be dismantled and redone by the contractor at his own cost.

For casting of concrete cubes, the contractor has to arrange his own moulds.

Test cubes shall be casted, cured and stored as per relevant IS.

#### **5.66** 5.85.1 Galvanizing standard :-

Hot dip galvanizing shall be done in accordance with B.S. 729. All components before galvanizing shall be grit blasted to give a clean roughened surface as a pre-treatment to galvanizing. The minimum thickness of coating shall be 150 microns.

#### **5.67** Safety Guidelines

- a) Proper and correct lifting methods shall be adopted.

- b) All lifting tools, tackles and wires ropes etc. shall be of tested quality for safe working loads. Wire ropes shall be of sound construction without any splaying.
- c) It is mandatory for all jobs done at a height of 2.5 M and more to use fall arrestor type safety belts & safety nets.
- d) While carrying out work in confined areas, proper ventilations and lighting arrangement should be made by the Contractor. Adequate precautions shall be taken while the work is in progress to ensure that naked light, fire, welding or any other hot work is not in progress in the vicinity of the area where painting is being carried out.
- e) If the work is to be carried out at height, safety of the personnel is of utmost importance. Therefore, all necessary precautions must be taken by the Contractor and he has to obtain work permit from

authorized official of BMC for working at height before start the work.

- f) In addition to the above, Contractor has to adhere to the following safety checklist:

#### **A. MECHANICAL WORKS**

- Hard hats (safety helmets), safety belts, eye goggles, face shields, safety boots, hand- gloves, respirators, etc. as required/ directed shall be used.
- Proper, correct and safe lifting methods shall be adopted.
- All lifting tools tackle and wires ropes etc. shall be of tested quality for safe working loads. Wire ropes shall be of sound construction without any splaying.
- Checks to be exercised for broken wires and core proportion in the main body of the wire ropes to be rejected. Manufacturers guidelines/ standards instructions are to be followed for using wire ropes and slings with broken wires. Experience and common sense is of immense help.
- Usage of hoisting belts/ safety belts is must for personnel working at higher elevations.
- Only safe gangways / walkways shall be used for movement of personnel. Short cuts shall be avoided.
- Check connections to headman anchors before hoisting.
- All live wires to be crossed during hoisting shall be made dead near the vicinity of the area during hoisting/ rigging.
- Avoid keeping the loads supported by hoisting equipment for an unreasonable length of time.
- Ropes, cables, and slings must be protected with pads or wooden blocks at sharp edges.

#### **B. ELECTRICAL WORKS**

- All temporary electrical connections should be got done to conform to statutory regulations and a certificate obtained from the authorities. The connection and the wiring to be maintained by competent and licensed supervisors and wiremen. As far as possible, the cables are to be safely buried to ensure free

access to equipment and machineries movements.

- Hard hats (safety helmets) made out of insulating material to be used by personnel working in 'live' areas like substations, etc.
- Safety boots, necessary hand-gloves as required, shall be used.
- 'Proper Earthing' of machineries, equipment and Control Panel shall be ensured by the contractor, including establishment of earth pit as per requirement. No open/ bare connections allowed. The arrangements should be checked periodically for damages to insulation and loose connections, etc. and rectified so that the

wiring becomes nonhazardous.

- The areas of working during nights shall be properly illuminated with floodlights and hand- lamps as per the demand of the job.
- Danger signals and safety tags in the live areas shall be demonstrated properly. All connections to be switched off after the working hours.
- Isolation switches and main switches shall be accessible easily. Necessary precautions should be taken while excavating earthing pits.

**5.68** The successful bidder shall submit the detailed plan of action for **Design and Drawings for the contract**

Sl. No	Design & Drawings
1.	General Layout drawing of the Material Recovery Facility (MRF) & all relevant AUTOCAD Drawings.
2.	All structural drawings for foundation, of the shed required for the plants and machineries to be set up along with all necessary electrical fixtures, exhaust fans, fire safety equipment's
3.	Mechanical equipment drawings.
4.	Process flow and Material Balance Diagram
5.	3D model for Material Recovery Facility (MRF).
6.	Trommels and Conveyors Drawing
7.	Electrical lay out drawings & electrical control panel drawings

Note: Drawing - mean all of the drawings including working drawings for the Project Facilities, designs, calculations and documents pertaining to the Project in accordance with the Construction, Supply, Installation, erection and commissioning of Material Recovery Facility (MRF).

**5.69** 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.

**5.70** Submission of Fraudulent documents shall be treated as major violation of tender procedures and in

such cases the port shall reserve to forfeit of EMD/SD/BG of bidder

- 5.71** The contractor shall be registered under the Building and Other Construction Workers (Regulation of Employment and Conditions of Service) Act, 1996
- 5.72** The payment from 2nd bill to pre-final bill, shall be released, subject to the condition that the documentary evidence (Copy of paid Challan in Govt. Treasury) of the Welfare cess @ 1% of work done or as amended by Statutory Authority from time to time, paid to concerned Authority is submitted for the previous bill.
- 5.73** 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 on final bill shall be submitted before releasing the Performance Guarantee.
- 5.74** Special Conditions For Environmental Protection
- (i) The Contractor shall strictly follow-up the Environmental rules as per the Environmental protection Act 1986. While execution of work and as directed by Engineer In Charge.
  - (ii) All the Construction materials eg. Cement, Aggregates, sand & fill materials which are to be used in construction work shall be covered with Tarpaulin or other fabric material as directed by Engineer In Charge.
  - (iii) The contractor should stacked and dispose the waste material in such a manner which are not destroy the environment.
  - (iv) The contractor shall sprinkles the water to minimise the dust emission.
  - (v) Machine mixers, vibrators, way batchers plant, diesel generator sets and other vehicles engines shall not be left running when not in use.
  - (vi) Emission of NO<sub>2</sub> and SO<sub>2</sub> shall be maintained within the work site area as per the International Regulations (MARPOL).
  - (vii) To prevent the minimise vibration and noise from machineries / vehicles during construction activities the contractor shall take the remedial action to minimise noise pollution as under:- (i) Provide adequate silencers attached with all vehicles and machineries. (ii) Install suitable mufflers on engine exhaust and compressor component. (iii) The diesel generators set shall be used of noise less.
  - (viii) The contractor (s) shall stacked/stored the construction materials at adequate distance from coastal area.
  - (ix) The contractor shall provide the barrier to prevent the construction material from mixing up with surface / ground water.
  - (x) The contractor (s) should discharge Waste water generated during Construction work as per CPCB/GPCB regulations.
- 5.75** Bidders who wish to participate in the tender will have to procure/should have legally valid Digital Certificate, as per Information Technology Act-200, using which they can sign their electronic bids. The bidders can procure the Digital Certificate from (n)code solutions a division of GNFC Ltd, who are licensed certifying authority by Government of India. All bids should be digitally signed. For details regarding Digital signature certificate and related matters, the bidders may contact the following address (n) code solutions
- A Division of  
GNFC 301  
GNFC Info  
tower,  
Bodakdev,

Ahmedabad

Tel 917926857316/17/18

Mobile 9327084190/9898589652

Email: nprocure@gnvfc.net.

The accompaniments to the tender documents as described under clause 1.4 shall be scanned and submitted on-line along with tender documents. However, the originals/attested hard copies along with tender documents(except Price Bid signed on bottom of each page in token of acceptance of Tender conditions and shall have to be forwarded subsequently so as to reach the office of XEN(C-I) within 7 days of opening of the tenders

- 5.76** All labour and other Acts, Rules and Regulations applicable from time to time shall be followed by the contractor
- 5.77** Operation and Maintenance Manual of th Entire facility(including of each equipment) with operation Morphology to be provided by contractor to End user for smooth and uninterrupted operation of the facility

**Contractor**

**Superintending Engineer (P)  
DEENDAYAL PORTTRUST**

## **SECTION 6**

### **SCOPE OFWORK**

## **SCOPE OF WORK**

DPT intends to develop ***Design, Construction, Procurement, Installation and commissioning of 50 Tonneper day Semi-Automatic MRF Plant at Deendayal Port Gandhidham on EPC mode***

The successful bidder shall submit the detailed plan of action for **Design and Drawings for the contract**

The bidder shall submit the following drawings to the authority within 10 days of issue of work order for verification and approval of the same.

Sl. No	Design & Drawings
1.	General Layout drawing of the Material Recovery Facility (MRF) & all relevant AUTOCAD Drawings.
2.	All structural drawings for foundation, of the shed required for the plants and machineries to be set up along with all necessary electrical fixtures, exhaust fans, fire safety equipment's
3.	Mechanical equipment drawings.
4.	Process flow and Material Balance Diagram
5.	3D model for Material Recovery Facility (MRF).
6.	Trommels and Conveyors Drawing
7.	Electrical lay out drawings & electrical control panel drawings

Note: Drawing - mean all of the drawings including working drawings for the Project Facilities, designs, calculations and documents pertaining to the Project in accordance with the Construction, Supply, Installation, erection and commissioning of Material Recovery Facility (MRF).

S.No.	PARTICULARS
1	<b><u>FEEDER CONVEYOR (L-90-14)</u></b> Type – Trough with Receiver Hopper L x W x H – 13.0 m x 0.9 m x 3.8 m Drive – Electrical 3 H.P
2	<b><u>SORTING CONVEYOR ( L-100-8)</u></b> Type – Trough Type Conveyor L x W x H – 8.0 m x 1.0 m x 3.4 m Drive – Electrical 3 H.P
3	<b><u>TROMMEL (TS-2.0-4)</u></b> Screening Length – 5.1 m, Total – 7.0 m Diameter – 2.0 m Screen – Hole 80/20 mm, Thick – 4 mm Drive – <b>Electrical 15 H.P. with VFD</b>
4	<b><u>OVERSIZE CONVEYOR (L-85-10)</u></b>

	Type – Chevron Cleated Trough Conveyor L x W x H – 9.5 m x 0.85 m x 3.7 m Drive – Electrical 3.0 H.P
5	<b><u>UNDERSIZE CONVEYOR with MAGNETIC PULLEY-16 (S-85-7)</u></b> Type – Trough Type Conveyor L x W x H – 8.0 m x 0.85 m x 3.0 m Drive – Electrical 3.0 H.P
6	<b><u>UNDERSIZE CONVEYOR-85 with MAGNETIC PULLEY (L-85-12)</u></b> Type – Trough Type Conveyor L x W x H – 12.0 m x 0.85 m x 0.9 m Drive – Electrical 5 H.P
7	<b><u>WIND SIFTER (ADS)</u></b> Includes one Wind Siter with Feeder Conveyor.
8	<b><u>SORTING CONVEYOR (LIGHT) -2</u></b> Type – Trough Type Conveyor L x W x H – 10.0 m x 0.9 m x 2.2 m Drive – Electrical 3 H.P

9	<b><u>SORTING CONVEYOR (HEAVY) -3</u></b> Type – Trough Type Conveyor L x W x H – 10.0 m x 0.9 m x 2.2 mDrive – Electrical 3 H.P
10	<b><u>SORTING CONVEYOR-4</u></b> Type – Trough Type Conveyor L x W x H – 8.0 m x 0.9 m x 2.2 mDrive – Electrical 3 H.P
11	<b><u>CONTROL PANEL</u></b> All the equipment, including VFD Drive for Trommel and Feeder
1	<b><u>FEEDER CONVEYOR(L-80-10)</u></b> Trough Type Conveyor with ReceiverHopper L x W x H – 10.0 m x 0.8 m x 3.1 mDrive – Electrical 3 H.P
2	<b><u>TROMMEL (TS-1.6-3)</u></b> Screening Length – 3.6 m, Total – 5.1 mDiameter – 1.6 m Screen – Punched 6 mm Drive – Electrical 10 H.P.
3	<b><u>UNDERSIZE CONVEYOR-(L-75-12)</u></b> Type – Trough Type Conveyor L x W x H – 12.0 m x 0.75 m x 2.8 m Drive – Electrical 5 H.P
4	<b><u>OVERSIZE CONVEYOR (L-75-8)</u></b> Type – Trough Type Conveyor L x W x H – 8.0 m x 0.75 m x 2.8 mDrive – Electrical 3 H.P



5	<b><u>CONTROL PANEL</u></b> All the equipment, including VFD Drivefor Trommel and Feeder
6	<b><u>Fabricated shed with GI sheet fully covered as the requirement of the plant</u></b>
7	<b><u>All the drainage and water supply lines required for the establishment of pant shall be design and constructed in accordance with the prevailing rules and regulation</u></b>

### 6.1 Contractor to Construct the Works

The Contractor shall construct, install and maintain the Works in accordance with the Specifications as provided.

In the case of any class of work for which there is no such specification as is mentioned in Contract Data, such work shall be carried out in accordance with the instructions and requirement of the Engineer-in-charge.

The contractor shall supply and take upon himself the entire responsibility of the sufficiency of the scaffolding, timbering, machinery, tools and implements, and generally of all means used for the fulfilment of this contract whether such means may or may not be approved or recommended by the Engineer-in-Charge

### 6.2 Time Line

The successful agency shall adhere to the following:

- i. Submission of all drawing shall be submitted within 10 days of issue of work Order.
- ii. Testing of materials and commencement of manufacturing process of equipment as well as commencement of construction of shed within 20 days from the date of issue of work order.
- iii. Completion of work of manufacturing of equipments and construction of shed withing 90 days from date of issue of work order.
- iv. supply, installation, and erection of the MRF within a period of 105 days from the date of issue of work order.
- v. Testing commissioning of Plant within 120 days from date issue of work order

### 6.3 Programme

An update of the Programme showing the actual progress achieved on each activity and the effect of the progress achieved on the timing of the remaining Works, including any changes to the sequence of the activities.

S.NO.	PARTICULAR	TYPE OR BRAND
1	Motor	ABB / Siemens /Crompton
2	Gearbox	Bonfiglioli / PBL, SF > 1.5 Elecon

		PLB,WAR
3	Bearings	NTN / URB / Matching
4	Chain	K1 Roller Chain, 3" Pitch, EN8, BL=15 Ton
5	Rubber Belt	M24 Grade, 3 Ply, 10 mm thick Chevron Cleated or Plain
6	Rubber Belt Make	National or Dunlop / continental brand
7	Drive Duplex Chain	Diamond
8	V- Belt	Fenner
9	Guide and V Block	UHMW
10	Control Panel Components	L&T, Siemens, RR Kable, etc
11	VFD	Delta

<b>Approved Make List for Electrical Items</b>		
<b>Sr. No.</b>	<b>Description</b>	<b>Recommended Makes</b>
1	HV VCB	SIEMENS / CROMPTON GREAVES/ABB/Schneider
1(a)	HV Gas Insulated Breakers	SIEMENS /Schneider/ABB
2	POWER TRANSFORMERS	VOLTAMP/CROMPTON GREAVES /BHARAT BIJLEE/ BHEL/ SIEMENS/ABB/ Schneider/T&R
3	DISTRIBUTION TRANSFORMERS	EMCO/KIRLOSKAR/PATSON/VOLTAMP/ABB/Schneider/ T&R
4	RESIN CAST TRANSFORMERS	
	A) RESIN CAST IMPREGNATED	VOLTAMP / KIRLOSKAR / EMCO
	B) DRY CAST	VOLTAMP/KIRLOSKAR/EMCO
5	HT XLPE CABLES	POLYCAB/TORRENT/RPG ASIAN/ NICCO/GLOSTER/ UNISTAR/ UNIVERSAL / RAVIN-PRIME CAB
6	LT XLPE CABLES	POLYCAB/TORRENT/RPG ASIAN/ NICCO/ RALLISON/PRIMECAB/ HAVELLS/ UNIVERSAL/ UNISTAR/AVOCAB/ ADCAB /ATLAS
7	LT ACB	SIEMENS/L&T/SCHNEIDER/C&S
8	PROTECTION RELAYS	AREVA/L&T/SIEMENS/ABB/C&S
9	LT PANEL	CPRI APPROVED
10	CHANGE OVER SWITCH	SIEMENS/L&T/ABB/C&S/SCHNIDER/ LEGRAND / INDOASIAN
11	SFU FOR MAIN LT DISTRIBUTION PANELS	SIEMENS/L&T/ABB/C&S
12	SFU FOR DISTRIBUTION PANELS & FEEDER PILLERS	SIEMENS/L&T/ABB/C&S/ SCHNEIDER/ LEGRAND/ INDOASIAN/HAVELLS
13	MCCB FOR MAIN LT DISTRIBUTION PANELS	SIEMENS/L&T/ABB/C&S

14	MCCB FOR DISTRIBUTION PANELS AND FEEDER PILLERS	SIEMENS/L&T/ABB/C&S/ SCHNIDER/ LEGRAND/ INDOASIAN/HAVELLS
15	MCB/ELCB/RCCB/ RCCBO FOR MAIN LT DISTRIBUTION PANELS	SIEMENS/HAGER L&T/ABB/C&S
16	MCB FOR DISTRIBUTION PANELS AND FEEDER PILLERS	SIEMENS/L&T/ABB/C&S/ SCHNEIDER/ LEGRAND/ INDOASIAN/ HAVELLS/ STANDARD
17	MCB DISTRIBUTION BOARD	STANDARD / HENSEL/LEGRAND / INDOASIAN / HAVELLS / C&S
<b>Sr. No.</b>	<b>Description</b>	<b>Recommended Makes</b>
18	MULTI FUNCTION DIGITAL METER FOR MAIN LT DISTRIBUTION PANELS/DIGITAL KWH METERS	L&T/ENERCON/SECURE/L&G/ RISHABH
19	ANALOG VOLT/AMPARE METER FOR DISTRIBUTION PANELS AND FEEDER PILLERS	RISHABH/AE/ENERCON/L&T
20	SLECTOR SWITCH FOR VOLTMETER/AMPARE METER	L&T/SIEMENS/C&S
21	POWER CONTACTOR & OVER LOAD RELAYS	L&T/SIEMENS/ABB
22	QUARTZ TIME CLOCK SWITCH	L&T/INDOASIAN/SIEMENS
23	PVC WIRE WITH COPPER CONDUCTOR	POLYCAB/MILEX/GUJCAB/ STANDARD/ FINOLEX/ANCHOR
24	FLUSH TYPE SWITCHES, SOCKETS, HOLDERS AND CEILING ROSES & ELECTRONIC REGULATORS	ANCHOR/MK/NORTHWEST
25	DOOR BELLS/CALL BELLS	ANCHOR/LEGEND/MK/NORTHWEST
26	MODULAR SWITCHES, SOCKETS, PLATES & BOXES	ANCHOR / MK / NORTHWEST / LEGRAND /
27	PVC CONDUIT/OVAL CONDUIT & CASSING CAPPING AND ACCESSORIES	PRECISION/VULCAN/FINOLEX/ GARWARE/RESTOPLAST/SWASTIK/BPI
28	GLS LAMPS & FLUORESCENT LAMPS	PHILIPS / BAJAJ / WIPRO / CROMPTON GREAVES / OSRAM / SURYA ROSHNI /GE

29	HPSV, HPMV & METAL HELIDE LAMPS	PHILIPS / BAJAJ / WIPRO / CROMPTON GREAVES / OSRAM / SURYA ROSHNI /GE
30	IGNITORS FOR HPSV, METAL HELIDE LAMPS	PHILIPS / BAJAJ / WIPRO / CROMPTON GREAVES / OSRAM / SURYA ROSHNI /GE
31	LUMINARIES	PHILIPS/BAJAJ/WIPRO/CROMPTON GREAVES / OSRAM / SURYA ROSHNI /GE / C&S
31a	LED Luminaries	Philips /Bajaj/Wipro/CG/Surya/Pyrotech/Syska/Nessa/ C&S having surge Protection $\geq 10KV$ for fittings & internal Surge Protection for Driver of $\geq 4KV$ , LED Chip only OSRAM/CREE/Philips Lumileds//Citizen/ with LM-79, 80 CERTIFICATION
<b>Sr. No.</b>	<b>Description</b>	<b>Recommended Makes</b>
32	CEILING FANS	BAJAJ/ORIENT/USHA/CROMPTON GREAVES / ALMONARD/GEC
33	WALL MOUNTING FANS	BAJAJ/ORIENT/USHA/CROMPTON GREAVES / ALMONARD/GEC
34	EXHUAIST FANS	BAJAJ/ORIENT/USHA/CROMPTON GREAVES / ALMONARD/GEC
35	HEAVY DUTY INDUSTRIAL WALL MOUNTING FANS	BAJAJ/ORIENT/USHA/CROMPTON GREAVES / ALMONARD/GEC
36	WATER COOLER	VOLTAS/SHRIRAM USHA/BLUE STAR
37	AIR CONDITIONERS	VOLTAS/CARRIER/BLUESTAR/USHA/ HITACHI/LG/ SAMSUNG/ONIDA
38	REFRIGERATORS	VOLTAS/CARRIER/BLUESTAR/USHA/ HITACHI/LG/ SAMSUNG/WHIRLPOOL
39	VOLTAGE STABILIZER	VEELINE / CAPRI
40	INVERTERS	SUKAM / MICROTEK
41	D.G. SETS	
	A) ENGINE	CUMMINS/GREAVES/KIRLOSKAR/ CATERPILLAR/ ASHOK LEYLAND/VOLVO
	B) ALTERNATOR	STAMFORD/CROMPTON GREAVES /JYOTI/ KIRLOSKAR ELECTRIC
42	ELECTRIC MOTOR	ALSTOM/CROMPTON GREAVES /SIEMENS/ KIRLOSKAR/ABB
43	WATER PUMPS	SWASTIK / KSB
44	WATER GEYSER	BAJAJ/USHA / CROMPTON GREAVES / SPHEREHOT / RACOLD
45	LUGS & CABLE GLANDS	DOWELLS / JAINSON / BRACO

Sr. no.	Activity	Area	Scope
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1.	Development of land	5.85 acres	<ul style="list-style-type: none"> <li>The total area shall be levelled removal of unwanted material, by levelling dressing and excavation if any. The land shall be make ready to use for plant work.</li> </ul>
2.	Building work  1.	Minimum 1000.sq.m (shed)	fabricated shed all sides closed with GI coated Sheet for plants
3.	Power Supply		<ul style="list-style-type: none"> <li>Main and internal cables for lighting of all the equipment's for plant and Sheds</li> <li>Main power supply upto main area for plant will be provided by DPA .</li> <li>Copper Cable to be used for all electrical work</li> </ul>
4.	Weigh bridge		<ul style="list-style-type: none"> <li>01 Nos. (each of 30 MT capacity)</li> </ul>

1. Sign Boards, Notice Boards Cat-eyes, radium strips, thermos plastic road marking paint for side and centre for lane marking, etc. for proper visibility and safety and security purpose.
2. Copper Cable to be used for all electrical works of make Finolax, Polycab, Havells, or equivalent.
3. Ceiling fan should be 1200 mm wing size, make of Orient, Anchor, Bajaj, or equivalent.
4. All switches and Boards should be of make Havells, Roma, Anchor or equivalent.
  - a. In addition to the regular testing, if any relevant third party like CVC, CTE or any other organizations may visit the site and instructed to test the executed work contractor has to cooperate and bear the charges of testing and the outcome of the result shall be binding on them.
  - b. The available soil investigation data are enclosed. However, the contractor is feel free to visit the site, understand the scope and allowed for study and investigation if required.
  - c. Before procurement of any material prior approval of EIC is required.

- d. Execution of work: water and power supply is the responsibility of contractor till completion of work. If any power and water made available by DPT, then DPT may allow to use on chargeable basis. However, necessary cable, pipeline, meter (certified) shall be installed by the Contractor.
- e. DPT is not Charging any land rate for temporary structures/ stacking of material etc. during execution of work.

However, other than execution, required material is allowed stack in this area. But DPT is having full rights to get vacate at any time partial/full land used for the project.

- f. All concrete shall be done using ready mix concrete as per IS standards.
- g. All material and workmanship testing shall be carried out as per IS standards.
- h. All the equipment's shall be painted with 03 coat of anticorrosive epoxy paint having min DFT of 140 microns after Primer coat
- i. Contractor to select Make of reputed brand which has after sales service center in Gujarat Region for maintenance convenience.
- j. Contractor to provide list of spares required for routine and preventive maintenance.

## **SECTION 7**

### **DRAWING**

## **SECTION 8**

### **BILL OF QUANTITIES (Price Bid)**



## BILL OF QUANTITIES (Price Bid)

**Subject- Design, Construction, Procurement, Installation and commissioning of 50 Tonneper day Semi-Automatic MRF Plant at Deendayal Port Gandhidham on EPC mode**

## PRICE SCHEDULE

Sl. No.	Description	UNIT	Quoted Amount (INR)
1	<b><i>Design, Construction, Procurement, Installation and commissioning of 50 Tonne per day Semi-Automatic MRF Plant at Deendayal Port Gandhidham on EPC mode</i></b>	LUMPSUM TURNKEY	

**Quoted amount in words: Rs**

**Note:**

- 1.** The quoted amount excluding GST. However, applicable GST shall be paid extra.

### Place & Date

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

## **SECTION 9**

### **FORMS OF SECURITIES A ND OTHER FORMATS**

## **FORMS OF SECURITIES AND OTHER FORMATS**

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

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

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

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

In consideration of the Board of Trustees of the Port of [insert name of port] incorporated by the Deendayal Port Authority as amended by Major Port Authority (Amendment) 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 Trustees of the port of [insert name of port], its successors and assigns) having agreed to release Performance Guarantee / Security Deposit to (hereinafter called the "contractor")

(Name of the contractor/s)

from the demand under the terms and condition of the contract, vide from the demand under the condition of the contract, vide \_\_\_\_\_'s letter No \_\_\_\_\_

(Name of the Department)

Date \_\_\_\_\_ made between the contractors and the Board for execution of \_\_\_\_\_ covered under Tender No. \_\_\_\_\_ dated \_\_\_\_\_ (hereinafter called "the said contract") for the payment of Security Deposit in cash or Lodgement of Government Promissory Loan Notes for the due 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.

1. We, \_\_\_\_\_, do hereby (Name of Bank) (Name of Branch)

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

\_\_\_\_\_ ) only.

- 3 We, \_\_\_\_\_, undertake to pay to  
the (Name of Bank and Branch)

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

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

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

(Name of the user department)

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

5. We, \_\_\_\_\_ further agree with the Board  
that the (Name of Bank and Branch)

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

6. This guarantee will not be discharged due to the change in the constitution of the Bank or the Contractor(s).
7. It is also hereby agreed that the Courts in **[insert city]** would have exclusive jurisdiction in respect of claims, if any, under this Guarantee.

8. We, \_\_\_\_\_ Bank lastly undertake not to revoke this guarantee during its currency except with the previous consent of the Board in writing.
9. Notwithstanding anything contained herein:
- (a) Our liability under this Bank Guarantee shall not exceed Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only);
  - (b) This Bank Guarantee shall be valid upto \_\_\_\_\_; and
  - (c) We are liable to pay the guarantee amount or any part thereof under this Bank Guarantee only and only if you serve upon us a written claim or demand on or before \_\_\_\_\_ (date of expiry of Guarantee)."

Date \_\_\_\_\_ day of \_\_\_\_\_ 20

For (Name of Bank)

(Name)

Signature

## SPECIMEN BANK GUARANTEE FOR ADVANCE PAYMENT

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

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

In consideration of the Board of Trustees of the Port of [insert name of port] incorporated by the Deendayal Port Authority as amended by Major Port Authority(Amendment) 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 Trustees of the port of [insert name of port], its successors and assigns) having agreed to release advance payment to (hereinafter called the "contractor")

(Name of the contractor/s)

from the demand under the terms and condition of the contract, vide from the demand under the condition of the contract, vide \_\_\_\_\_'s letter No \_\_\_\_\_

(Name of the Department)

Date \_\_\_\_\_ made between the contractors and the Board for execution of \_\_\_\_\_ covered under Tender No. \_\_\_\_\_ dated \_\_\_\_\_ (hereinafter called "the said contract") for the payment of Advance Payment in cash or Lodgement of Government Promissory Loan Notes for the due fulfillment by the said contractors of the terms and condition of the said contract, on production of a bank Guarantee for Rs. \_\_\_\_\_ (Rupees

only) we, the (Name of \_\_\_\_\_ the \_\_\_\_\_ Bank and Address) \_\_\_\_\_ (hereinafter

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

2. We, \_\_\_\_\_, do  
hereby (Name of Bank) (Name of Branch)

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

- 3 We, \_\_\_\_\_, undertake to pay to  
the (Name of Bank and Branch)

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

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

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

(Name of the user department)

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

5. We, \_\_\_\_\_ further agree with the Board  
that the (Name of Bank and Branch)

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

6. This guarantee will not be discharged due to the change in the constitution of the Bank or the Contractor(s).
7. It is also hereby agreed that the Courts in **[insert city]** would have exclusive jurisdiction in respect of claims, if any, under this Guarantee.



8. We, \_\_\_\_\_ Bank lastly undertake not to revoke this guarantee during its currency except with the previous consent of the Board in writing.
9. Notwithstanding anything contained herein:
- (a) Our liability under this Bank Guarantee shall not exceed Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only);
  - (b) This Bank Guarantee shall be valid upto \_\_\_\_\_; and
  - (c) We are liable to pay the guarantee amount or any part thereof under this Bank Guarantee only and only if you serve upon us a written claim or demand on or before \_\_\_\_\_ (date of expiry of Guarantee)."

Date \_\_\_\_\_ day of \_\_\_\_\_ 20

For (Name of Bank)

(Name)

Signature

## **DISPUTES REVIEW BOARD AGREEMENT**

(To be executed on Rs100/- non-judicial Stamp Paper)

THIS AGREEMENT, made and entered into 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.
- 2 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 document 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 mutually 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 or his nominee at regular intervals, at times of critical construction events, and at the return request of either party. The timing of site visit shall be fixed by the DR Board
    - b. Site meeting shall consist of an informal discussion of the status of 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 requested by either party 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 stating that it is given pursuant to clause [number] and stating 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 stating that it is made pursuant to [insert relevant clause no.]
- d) The Request for recommendation shall state clearly and detail the specific issues of the dispute to be considered by the 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.

**12. Conduct of Hearing:**

- a) Normally hearing will be conducted at the sites, but any location that would be more convenient and still provide all required facilities and access to necessary documentation may be utilized by the DR Board. Private sessions of the DR Board may be held at any location convenient to the DR Board.
- b) The Employer/ Board, the Nodal Officer or his nominee and contractor shall have representatives at all hearing.
- c) During the hearing, no DR Board Member shall express any opinion concerning the merit of any facet of the case.
- d) 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]

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

The Employer/Board and the contractor shall jointly sign 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)

Ref: \_\_\_\_\_

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

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

Date:

Place:

Name of the Applicant:

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

Represented by (Name & Capacity) \_\_\_\_\_

\_\_\_\_\_



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

Date:

To,  
The Board of Trustees of Port [insert  
port],

Dear Sir,

Sub: Our Bank Guarantee No.\_\_\_\_dated\_\_\_\_\_  
for Rs.\_\_\_\_\_ favouring yourselves  
issued on a/c of M/s.\_\_\_\_\_  
(Name of contractor)

.....

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

We also confirm 1)\_\_\_\_\_ 2)\_\_\_\_\_ is/are  
empowered to sign such Bank Guarantee on behalf of the Bank and his/their  
signatures is/are binding on the Bank.

Name of signature of Bank Officer

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

To  
The (PORT Address)

Dear Sir,

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

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

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

*[specimen signature]*

Yours faithfully,

Signature:

Name &

Designation: For &

on behalf of:

## JOINT VENTURE PARTNER INFORMATION FORM

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

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

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

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

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

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

Date on \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ [insert date of signing]

<b>EXCEPTIONS AND DEVIATIONS</b>
----------------------------------

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

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

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

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

Date on \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ [insert date of signing]

## INTEGRITY PACT

**Between**

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

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

### Preamble

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

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

### **Section 1 - Commitments of the Principal**

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

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

- (1) The Bidder(s) / Contractor(s) commits themselves to take all measures necessary to prevent corruption. The Bidder(s) / Contractor(s) commits themselves to observe the following principles during participation in the tender process and during the contract execution.
- a. The Bidder(s) / Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal's employees involved in tender process or the execution of the contract or to any third person any material or other benefit, which he / she is not legally entitled to, in order to obtain in exchange of advantage of any kind whatsoever during the tender process or during the execution of the contract.
  - b. The Bidder(s) / Contractor(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids, or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
  - c. The Bidder(s) / Contractor(s) will not commit any offence, under the relevant Prevention of Corruption Act / Indian Penal Code / PC Act; further the Bidder(s) / Contractor(s) will not use improperly, for purposes of competition, or personal gain, or pass on to others, any information or document provided by the Principal, as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
  - d. The Bidder(s) / Contractor(s) of foreign origin shall disclose the name and address of the Agents / Representatives in India, if any. Similarly, the Bidder(s) / Contractor(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any. Further details as mentioned in the "Guidelines on Indian Agents of Foreign Suppliers" shall be disclosed by the Bidder(s) / Contractor(s). Further, as mentioned in the Guidelines all the payments made to Indian agent / representative have to be in Indian Rupees only. Copy of the "Guidelines on Indian Agents of Foreign Suppliers" is placed at (page Nos. 7-20)
  - e. The Bidder(s) / Contractor(s) will, when presenting their bid, disclose any and all payments made, is committed to or intends to make to agents, brokers or any other intermediaries, in connection with the award of the contract.
  - f. Bidder(s) / Contractor(s) who have signed the Integrity Pact shall not approach the Courts while representing the matter to IEMs and shall wait for their decision in the matter.
- (2) The Bidder(s) / Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

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

If the Bidder(s) / Contractor(s), before award or during execution has committed a transgression through a violation of Section-2 above, or in any other form, such as to put their reliability or credibility in question, the Principal is entitled to disqualify the Bidder (s) / Contractor(s), from the tender process, or take action as per the procedure mentioned in the "Guidelines on Banning of business dealings". Copy of the "Guidelines on Banning of business dealings" is placed at (Page No. 7-20).

### **Section 4 - Compensation for Damages**

- (1) If the Principal has disqualified the Bidder(s), from the tender process prior to the award, according to Section 3, the Principal is entitled to demand and recover the damages equivalent to Earnest Money Deposit / Bid Security.
- (2) If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to Section 3, the Principal shall be entitled to demand and recover from the Contractor, liquidated damages of the Contract Value or the amount equivalent to Security Deposit / Performance Bank Guarantee, whichever is higher.
- (3) The Bidder(s) agrees and undertakes to pay the said amounts, without protest or demur, subject only to condition that, if the Bidder(s) / Contractor(s) can prove and establish that the termination of the contract, after the contract award has caused no damage or less damage than the amount of the liquidated damages, the Bidder/Contractor shall compensate the principal, only to the extent of the damage in the amount proved.

### **Section 5 - Previous transgression**

- (1) The Bidder declares that, no previous transgressions occurred in the last three years with any other company in any country confirming to the anti-corruption approach or with any other Public Sector Enterprises in India, that could justify his exclusion from the tender process.
- (2) If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or action can be taken as per the procedure mentioned in "Guidelines on Banning of Business dealing".

### **Section 6 - Equal treatment of all Bidders / Contractors**

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

## **Section 7 - Criminal charges against violating Bidders / Contractors**

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

## **Section 8 - External Independent Monitor**

- (1) The Principal appoints competent and credible Independent External Monitor for this Pact after approval by Central Vigilance Commission. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
- (2) The Monitor is not subject to instructions by the representative of the parties and performs his / her functions neutrally and independently. The Monitor would have access to all 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 recuses himself / herself from that case
- (5) The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Bidder / Contractor. The parties offer to the Monitor the option to participate in such meetings.
- (6) As soon as the Monitor notices, or believes to notice, a violation of this agreement, he / she will so inform the Management of the Principal and request



the management to discontinue, or take corrective action. The Monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.

- (7) The Monitor will submit a written report to the Chairperson of the Board of the Principal, within 8 to 10 weeks from the date of reference or intimation to him by the Principal and, should the occasion arise, submit proposals for correcting problematic situations.
- (8) If the Monitor has reported to the Chairperson of the Board of the Principal, a substantiated suspicion of an offence under relevant IPC / PC Act and the Chairperson of the Board of the Principal has not, within reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner, Government of India.
- (9) The word "**Monitor**" would include both singular and plural.

## **Section 9 - Pact Duration**

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

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

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

## **Section 10 - Other Provisions**

- (1) This agreement is subject to Indian Law. Place of performance and jurisdiction is the Registered Office of the Principal, i.e. Gandhidham, Gujarat.
- (2) Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.
- (3) If the Bidder / Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.
- (4) Should one or several provisions of this agreement, turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

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

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

\_\_\_\_\_  
(For & on behalf of the Principal)

\_\_\_\_\_  
(For & on behalf of

the Bidder/Contractor) (Office Seal)

(Office Seal)

Place : Gandhidham Date : /\_\_\_\_\_/20\_\_\_\_

Witness-1:  
(Name & Address) \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Witness-2 :  
(Name & Address) \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**SPECIMEN BANK GUARANTEE FOR  
STAGE PAYMENT**

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

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

In consideration of the Board of Trustees of the Port of [insert name of port] incorporated by the Deendayal Port Authority as amended by Major Port Authority(Amendment) 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 Trustees of the port of [insert name of port], its successors and assigns) having agreed to release Stage Payment to

\_\_\_\_\_ (hereinafter called the "contractor")

(Name of the contractor/s)

from the demand under the terms and condition of the contract, vide from the demand under the condition of the contract, vide \_\_\_\_\_'s letter No

\_\_\_\_\_ (Name of the Department)

Date \_\_\_\_\_ made between the contractors and the Board for execution of \_\_\_\_\_ covered under Tender

No. \_\_\_\_\_ dated \_\_\_\_\_ (hereinafter called "the said contract")

for the payment of Security Deposit in cash or Lodgment of Government Promissory Loan Notes for the due fulfillment by the said contractors of the terms and condition of the said contract, on production of a bank Guarantee for

Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_) only we, the

(Name of the Bank and Address)

\_\_\_\_\_ (hereinafter

referred to as "the Bank") at the request of the contractors do hereby undertake to pay to the Board an amount not exceeding Rs. \_\_\_\_\_

(Rupees \_\_\_\_\_) only against any loss or damage caused to or

suffered by the Board by reason of any breach by the contractors of any of the terms and conditions of the said contract.

2. We, \_\_\_\_\_, do hereby

(Name of Bank)

(Name of Branch)

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

3. We, \_\_\_\_\_, undertake to pay to the

(Name of Bank and Branch)

Board any money so demanded notwithstanding any dispute or disputes raised by the contractor(s) in any suit or proceeding pending before any Court or Tribunal relating thereto our liability under this present being absolute and unequivocal. The payment so

made by us under this bond shall be a valid discharge of our liability for payment there under and the Contractor(s) shall have no claim against us for making such payment.

4. We, \_\_\_\_\_ further agree with the Board that the  
(Name of Bank and Branch)  
guarantee herein contained shall remain in full force and effect during the period that would be taken for performance of the said contract and that it shall continue to be enforceable till all the dues of the Board under or by virtue of the said contract have been fully paid and its claims satisfied or discharged or till the

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

5. We, \_\_\_\_\_ further agree with the Board that the (Name of Bank and Branch)  
Board shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said contract or to extend the time of performance by the said contract or to extend the time of performance by the said Contractors from time to time or to postpone for any time or from time to time any of the powers exercisable by the board against the said Contractors and to forbear or enforce any of the terms and conditions relating to the said contract and we shall not be relieved from our liability by reason of any such variation or extensions being granted to the contractors or for any forbearance, act or omission on the part of the Board or any indulgence shown by the board to the Contractors or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.
6. This guarantee will not be discharged due to the change in the constitution of the Bank or the Contractor(s).
7. It is also hereby agreed that the Courts in [insert city] would have exclusive jurisdiction in respect of claims, if any, under this Guarantee.
8. We, \_\_\_\_\_ Bank lastly undertake not to revoke this guarantee during its currency except with the previous consent of the Board in writing.
9. Notwithstanding anything contained herein:  
(a) Our liability under this Bank Guarantee shall not exceed Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only);  
(b) This Bank Guarantee shall be valid upto \_\_\_\_\_; and  
(c) We are liable to pay the guarantee amount or any part thereof under this Bank Guarantee only and only if you serve upon us a written claim or demand on or before \_\_\_\_\_ (date of expiry of Guarantee)."  
Date \_\_\_\_\_ day of \_\_\_\_\_ 20

For (Name of Bank)  
(Name)  
Signature