

DEENDAYAL PORT AUTHORITY



MECHANICAL ENGINEERING DEPARTMENT

Tender No.: CME/Mech.Division/1915

TENDER FOR "DESIGN, SUPPLY, INSTALLATION, TESTING & COMMISSIONING OF 05 TPD GREEN BIO-METHANOL PLANT ON EPC MODE AT DPA WITH OPERATION AND MAINTENANCE FOR TWO YEARS".

OFFICE

Office of Chief Mechanical Engineer
A.O. Building,
Second Floor, Room No 316
Deendayal Port Authority
Gandhidham
Kutch, Gujarat – 370201.
cme@dendayalport.gov.in

CONTENTS OF TENDER DOCUMENT

Bid Reference No. : CME/Mech.Division/1915

Sr.No.	Section	Description	Page Nos.
1.	NIT	Notice Inviting Online Tender	
2.	Section I	Instruction to Bidders	
3.	Section II	General Conditions of Contract	
4.	Section III	Special Conditions of Contract	
5.	Section IV	Forms of Bid	
6.	Section V	Scope of Work of the Contract	
7.	Section VI	Schedule of Rates	
8.	Section VII	Specifications and Drawings	
9.	Section VIII	Site Visit	
11.	Section IX	Bid Security Declaration Form	

DEENDAYAL PORT AUTHORITY

TENDER NO. CME/Mech.Division/1915

E-Tenders are invited by **CHIEF MECHANICAL ENGINEER, DEENDAYAL PORT AUTHORITY** as per the details given in the table below.

Name of Work	Cost of tender document (INR)	Estimated cost (INR)	EMD (INR)	Tender downloaded from	Last date and time of submission of Bid	Date and time of opening of Bid
"Design, Supply, Installation, Testing & Commissioning Of 05 TPD Green Bio-Methanol Plant on EPC Mode at DPA with Operation And Maintenance for two years".	Rs. 5,900/- (including GST)	Rs. 95,72,53,828/-	Rs. 50 Lakhs	08/08/25	16:00 hrs. on 08/09/2025	16:15 hrs. on 08/09/2025

Detailed tender notice along with complete tender documents can be downloaded from website: <https://tender.nprocure.com> and also available on <http://www.deendayalport.gov.in> from 08/08/2025. Pre bid meeting will be held on 29/08/2025 at 15:00 Hrs.

Corrigendum, if any, will be placed on website only.

Sd./-

**Chief Mechanical Engineer
Deendayal Port Authority**

NOTICE INVITING ONLINE TENDER

Department	Mechanical Engineering Department
Circle/ Division	Circle Division
Tender Notice No.	CME/Mech.Division/1915
Name of Work	"Design, Supply, Installation, Testing & Commissioning Of 05 TPD Green Bio-Methanol Plant on EPC Mode at DPA with Operation And Maintenance for two years"
Estimated Contract Value (INR)	Rs. 95,72,53,828/- (Ninety five Crore Seventy two lakhs fifty three Thousand and eight hundred twenty eight only).
Period of Contract	The Contract shall be effective for: PART-A: 10 (Ten) months from the date of issue of Work Order. PART-B: 24 (Twenty-Four) months after commissioning and intimation by DPA to start O&M.
Bidding Type	Open
Bid Call (Nos.)	One
Tender Currency Type	Single
Tender Currency Settings	INR
<u>Pre-Qualifying Criteria:</u>	<p>1. <u>Financial Standing:</u> The average annual financial turnover of the Bidder over the past three years ending 31st March of previous financial year should not be less than Rs. 2872 Lakhs., Certified by Chartered Accountant on their letter head along with UDIN No.</p> <p>2. <u>Experience in terms of:</u> Experience of having successfully completed similar works completed satisfactory with performance certificate, during last 7 years ending last day of month previous to the one in which applications are invited should be either of the following:</p> <p>(i) Three similar completed works each costing not less than Rs. 3829 Lakhs. (Excluding of GST) OR (ii) Two similar completed works each costing not less than Rs. 4786 Lakhs.(Excluding of GST) OR (iii) One similar completed work costing not less than Rs. 7658 Lakhs.(Excluding of GST)</p>

Similar works means:

The Bidder shall have done Design, Supply, Installation, Testing & Commissioning of at least one Bio-mass based or syngas-based methanol reactor plant successfully operating in India with minimum capacity of 5 TPD.

3. Satisfactory Performance:**Experience in last Seven (7) years:**

The Bidder should submit the documentary proof for satisfactory completion/performance from the owners/clients to whom the plant has been delivered. In case plant owned by bidder itself, product quality certificate shall be submitted for at least one batch of product Methanol from NABL/ Govt. authorized agencies.

For ongoing contract, the tenderer shall submit satisfactory performance certificate in place of completion certificate from the employer indicating contract value for the completed period of the contract for qualification. Completed value of work as on last day of month previous to the one in which applications are invited should be considered for qualifying criteria.

The value of similar works completed by the bidder will be brought to current cost level by enhancing the actual value of work with the multiplication factor as detailed below for assessing the eligibility of the bidder under experience.

The base year shall be taken as the Financial Year ending in 2024.

Financial Year	Multiplication Factor
2024-2025	1.0
2023- 2024	1.02
2022- 2023	1.02
2021- 2022	1.11
2020- 2021	1.26
2019- 2020	1.24
2018- 2019	1.26

Note: If the bidder has executed the work in private organization, necessary TDS certificate issued by the private organization shall be submitted.

Joint Venture/Consortium:**Allowed**

- The number of partners in JV/Consortium shall be limited to maximum of two.
- In case of JV to qualify experience in similar works, merging of work order value executed by one or two

	<p>of its member JV either as a whole or as member of JV shall not be permitted to qualify eligible works in terms of similar completed works. Only no. of work orders executed by members of JV shall be merged to evaluate experience.</p> <ul style="list-style-type: none"> • Lead partner should have executed at least one similar work costing Rs. 3829 lakhs as per Minimum Eligibility Criteria. • The works reckoned for the above purpose are those executed by the tenderer as prime contractor or proportionately as member of JV or as a sub-contractor, authorized and approved by the Employer of the work(s) against which the tenderer has claimed his experience. Further they may upload the scanned permission letter for sub-contractor issued by principle (main client) otherwise the bid shall stand non-responsive. • In the case of bid submitted by JV/ Consortium, the <i>lead partner of the JV shall meet the Minimum Eligibility Criteria of Financial Turnover.</i>
<u>Integrity Pact:</u>	Integrity Pact need to be submitted in Preliminary bid stage duly scanned, stamped, signed, and dated along with both witness signatures (to be arranged by the bidder) as per format available in Section – VI in the tender document <u>failing which bid submitted by the bidder will be considered non-responsive.</u>
<u>Site Visit:</u>	Upload duly signed document given at Section-VIII towards evidence of site visit. <u>(The bidder who has not physically visited the site and not uploaded document given at Section-VIII, will be declared disqualified at preliminary stage evaluation.</u> The date of physical visit of site should be the date invariably prior to date of opening of preliminary bid. The mandatory site visit and uploading of documents are exempted if there is declared travel restriction by central/state government).
<u>Downloading Websites:</u>	https://tender.nprocure.com http://www.deendayalport.gov.in . http://www.eprocure.gov.in .
<u>Bid Document Fee:</u>	Rs.5,900/- (Including GST)
<u>Bid Document Fee Payable To:</u>	Board of Deendayal Port Authority, Gandhidham
<u>Bid Security/ EMD(INR):</u>	Rs. 50,00,000/- (Rupees Fifty Lakhs only)
<u>Bid Security/ EMD (INR) In Favour of:</u>	Board of Deendayal Port Authority, Gandhidham in form of Bank guarantee.

<u>Bid Document Downloading Start Date</u>	08/08/2025				
<u>Bid Document Downloading End Date</u>	08/09/2025				
<u>Date & Place of Pre-Bid Meeting</u>	29/08/2025 @ 15:00 Hrs. in the Board room.				
<u>Last Date & Time for Receipt of Bids</u>	08/09/2025 up to 16:00 Hrs.				
<u>Bid Validity Period</u>	120 Days from the date of opening of technical bid.				
<u>Condition for EMD & Tender fee.</u>	<p><u>Tender Fees:</u> Rs. 5,900/- (incl. of GST) shall be made through online payment mode in Bank of Baroda, Gandhidham Branch, a/c no.: 10080100022427, IFSC Code: BARBOGANKUT.</p> <p><u>EMD:</u> Rs. 50,00,000/- (Rupees Fifty Lakhs Only), The EMD shall be deposited in the form of Insurance surety bond / Bank Guarantee drawn in favour of Board of Deendayal Port Authority, Gandhidham, from any Nationalized Bank / Scheduled Bank (except co-operative bank) having its branch in Gandhidham. (Format available in Section –VI)</p> <table border="1"> <thead> <tr> <th>Code / Sub-class</th><th>Description</th></tr> </thead> <tbody> <tr> <td colspan="2"> <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.</p> <p>Such bidder shall also upload the scanned copy of valid & relevant certificate on (n) procure website along with 'Bid Securing Declaration Form' (section IX) in preliminary bid failing which the bid shall be considered non-responsive.</p> </td></tr> </tbody> </table>	Code / Sub-class	Description	<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.</p> <p>Such bidder shall also upload the scanned copy of valid & relevant certificate on (n) procure website along with 'Bid Securing Declaration Form' (section IX) in preliminary bid failing which the bid shall be considered non-responsive.</p>	
Code / Sub-class	Description				
<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.</p> <p>Such bidder shall also upload the scanned copy of valid & relevant certificate on (n) procure website along with 'Bid Securing Declaration Form' (section IX) in preliminary bid failing which the bid shall be considered non-responsive.</p>					

	Sub-class 20111	Manufacture of liquefied or compressed inorganic industrial or medical gases (elemental gases, liquid or compressed air, refrigerant gases, mixed industrial gases etc.)
	Sub-class 20116	Manufacture of basic chemical elements
	Sub-class 20119	Manufacture of organic and inorganic chemical compounds
<u>Banking Details:</u>	Bank of Baroda, Gandhidham Branch, a/c no.: 10080100022427, IFSC Code: BARBOGANKUT.	
<u>Bid Opening Date:</u>	Technical Bid will be opened on 08/09/2025 @ 16:00 Hrs. Date of opening of price bid shall be notified after scrutiny and evaluation of Technical Bid.	
<u>Documents required to be submitted by scanning through online:</u>	Documents in support of fulfilling qualifying criteria as indicated above. Tender fee through online transfer and EMD in the form of Bank Guarantee mode.	
<u>Officer- Inviting Bids:</u>	Chief Mechanical Engineer Deendayal Port Authority Second Floor, Room No 316 A.O Building Gandhidham –Kutch Gujarat -370201	
<u>Bid Opening Authority:</u>	Chief Mechanical Engineer, Deendayal Port Authority.	
<u>Address:</u>	Chief Mechanical Engineer Deendayal Port Authority Second Floor, Room No 316 A.O Building Gandhidham –Kutch Gujarat -370201	
<u>Contact Details:</u>	cme@deendayalport.gov.in Contact No.: +91 7990275195/ 9825303781	

Note:

- (1) In case the similar work has been executed for any private body, the bidder will be required to produce the tax deducted at source (TDS) certificate indicating the income tax deducted by the client for that work, which will form the basis for assessing the value of completed work.

NOTE:

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

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(n) Code Solutions-A division of GNFC Ltd., 8

(n) Procure Cell 403, GNFC Info tower, S.G. Road, Bodakdev, Ahmedabad – 380054 (Gujarat)

Contact Details:

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

BSNL: +91-79-26854511, 26854512, 26854513 (EXT: 501, 512, 516, 517, 525)

Reliance: +91-79-30181689 Fax: +91-79-26857321, 40007533

E-mail: nprocure@gnvfc.net

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

Sd./-

**Chief Mechanical Engineer
Deendayal Port Authority**

Section – I

Instruction to Bidders

A. GENERAL

1. Scope of Bid

- 1.1 Chief Mechanical Engineer, Deendayal Port Authority invites bids by E- Tendering from the interested eligible bidder for the work as mentioned in the notice inviting online tender. All bids shall be completed and submitted on-line in accordance with instruction to the bidders.
- 1.2 The successful bidder will be expected to complete the works by the intended completion period.

2. Source of funds

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

3. Eligible Bidders

Only eligible bidders fulfilling all the requirements as mentioned in the Notice Inviting Online Tender may participate in the subject Tender. Successful completion as mentioned of "Similar Works" only shall be considered for evaluation of eligibility criteria.

- 3.1 The invitation for Bids is open to all eligible bidders meeting the eligibility criteria as defined in clause regarding Eligibility Criteria.
- 3.2 All bidders shall fill the forms provided in Section – IV- Form – 1 to 6 to be submitted by Bidders with their bids.
- 3.3 Government-owned enterprises may participate if they are legally and financially autonomous, operate under commercial law and are not a dependent agency of the employer subject to fulfillment of Minimum Qualifying criteria.
- 3.4 Bidders shall not be under a declaration of ineligibility for corrupt and fraudulent practices issued by the employer.

4. Eligibility Criteria:

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

<u>FINANCIAL QUALIFICATION</u>		
Sr. No	Pre-Qualifying Criteria	Supporting Documents
1)	Average Annual financial turnover during the last 3 years, ending 31 st March of previous financial year, should be at least Rs. 2872 Lakhs	Turnover Certificate issued by the Chartered Accountant on their letter head along with UDIN.

	certified by chartered accountant.	
<u>TECHNICAL QUALIFICATION</u>		
Sr. No.	Qualifying Criteria	Supporting Documents
2)	Experience of having successfully completed similar works/on-going works completed one-year or more with satisfactory performance certificate, during last 7 years ending last day of month previous to the one in which applications are invited should be either of the following: i) Three similar completed works, each costing not less than the amount equal to Rs. 3829 lakhs, (Excluding of GST) or, ii) Two similar completed works, each costing not less than the amount equal to Rs. 4786 lakhs, (Excluding of GST) or, iii) One similar completed work costing not less than the amount equal to Rs. 7658 lakhs, (Excluding of GST).	
	(A) A copy of the completion certificate in respect of the successfully completed similar work. The completion certificate should invariably mention the reference no. of work order, the date of completion and amount of work done.	
	(B) A copy of the work order should also be submitted for which the bidder is submitting completion certificate. <u>Note:</u> Such completion certificate should be issued on the letter head of the client and invariably reflect the following details: - 1) Name of Contractor 2) Name of Work 3) No. of work order/agreement and date 4) Contract value 5) Contract period 6) Date of commencement of work 7) Date of completion 8) Value of Work executed during the contract period/original contract period. 9) Date of issue of completion certificate. (C) In case the similar work has been executed for any private body, the bidder will be required to produce the tax deducted at source (TDS) certificate indicating the income tax deducted by the client for that work, which will form the basis for assessing the value of completed work. <u>Important:</u> i. If a work is physically completed and completion certificate/ performance certificate to this extent is issued by the concerned organization but final bill is pending, such work shall be considered for fulfilment of credentials.	

	<p>ii. In case of work consisting of multiple services/items submitted to avail the for fulfillment of the technical credential, only the part of work and amount shall be considered pertaining to similar works criteria.</p> <p>iii. Satisfactory Performance (Experience in last Seven (7) years): The Bidder should submit the documentary proof for satisfactory performance from the owners/clients to whom the crafts were supplied/repaired successfully. For ongoing contract, the tenderer shall submit satisfactory performance certificate in place of completion certificate from the employer indicating contract value for the completed period of the contract for qualification. Completed value of work as on last day of month previous to the one in which applications are invited should be considered for qualifying criteria.</p>
	<p><u>(C) Site Visit:</u> Upload duly signed document given at Section-VIII towards evidence of site visit. (The bidder who has not physically visited the site and not uploaded document given at Section-VIII, will be declared disqualified at preliminary stage evaluation. The date of physical visit of site should be the date invariably prior to date of opening of preliminary bid, The mandatory site visit and uploading of document are exempted if there is declared travel restriction by central/state government).</p>
3	<p>"Similar Works" definition The Bidder shall have done Design, Supply, Installation, Testing & Commissioning of at least one Bio-mass based or syngas-based methanol reactor plant successfully operating in India with minimum capacity of 5 TPD.</p>
<p><u>Note:</u> I. The value of similar works completed by the bidder will be brought to current cost level by enhancing the actual value of work with the multiplication factor as detailed below for assessing the eligibility of the bidder under experience: kindly refer "<u>Notice Inviting Online Tender – Pre-Qualifying Criteria-4</u>".</p>	

**INSTRUCTIONS FOR UPLOADING OF SCANNED DOCUMENT ON BIDDING PORTAL
(i.e. N-procure Portal)**

Sr. No.	Instruction	Precautions
1	<p>There should not be any bulk scanning and uploading of all bidding documents. For example, along with work/supply order its related documents such as completion certificate and performance certificate can be bulk scanned and uploaded by giving specific name of the documents e.g., name of client. In case along with the documents related to similar work experience, the bidder also scans and includes average annual turnover certificate and uploads it, DPA will not be responsible for finding and tracing out the same in all the scanned documents uploaded by the bidder on (n) procure bidding portal.</p> <p>Every document should be specifically named and separately uploaded for its identification.</p>	<p>The required bidding document should be scanned in high quality pdf. The scanned copy should be clear and visible.</p> <p>No unrelated document should be scanned and included with the specific set of scanned documents.</p> <p>Every document should be specifically named and separately uploaded for its identification.</p>
2	<p>The document related to techno-financial criteria should invariably be scanned and uploaded on (n) procure bidding portal.</p> <p>Preliminary and Techno-financial qualification will be done on the basis of documents uploaded on bidding portal only.</p> <p>DPA may seek shortfall information connected to documents uploaded on bidding portal from the bidders. However, DPA is not bound to call for any shortfall information from the bidders. No fresh documents submitted by the bidder for techno commercial qualified will be considered for any purpose.</p>	<p>The required bidding document should be scanned in high quality pdf. The scanned copy should be clear and visible.</p> <p>The scanned pdf file should invariably be given specific name for its identification e.g. turn over certificate etc.</p> <p>Every document should be specifically named and separately uploaded for its identification.</p>

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- 4.2 All bidders shall scan and forward legible scanned copies of 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 Bidder to commit the Bid.
 - b. Total monetary value of similar works performed for each of the last seven years ending last day of month previous the one in which applications are invited.
 - c. Experience in works of a similar nature and size for each of the last seven years, and details of works underway or contractually committed, and Employers who may be contacted for further information on those contracts.
 - d. Reports on the financial standing of the Bidder, such as profit and loss statements and auditor's reports for the past three years ending 31st March of the previous financial year with UDIN.
 - e. Duly filled Forms mentioned in Section – IV – From 1 to 6.
 - f. PAN, Registration with GST, Provident Fund Authorities.
 - g. EMD & Tender fee should be paid through online transfer in Bank of Baroda, Gandhidham Branch, from Nationalized/Scheduled bank. Legible scan copy of RTGS no. and date of transfer shall send for the purpose of realization.
 - h. Information regarding any litigation, current or during the last five years, in which the Bidder is involved, the parties concerned, and disputed amount.
 - i. A certificate by the bidder that they have not been banned / black listed by any govt. Agency.
 - j. Power of attorney (dully accompanied by resolution of Board in case of company).
 - k. Qualifications and experience of key site management and technical personnel proposed for the contract.
 - l. The proposed methodology and program of work, backed with equipment planning and deployment, duly supported with broad calculations and quality control procedures proposed to be adopted justifying their capability of execution and completion of the work as per technical specifications within the stipulated period of completion as per milestones **(Not Applicable)**.
 - m. The completion certification should invariably mention the reference no. of work order, the date of completion and amount of work done.
 - n. The copy of the work order should also be submitted for which the bidder is submitting completion certificate.
 - o. In case the similar work has been executed for any private body, the bidder will be required to produce the tax deducted at source (TDS) certificate indicating the income tax deducted by the client for that work, which will form the basis for assessing the value of completed work
 - p. Bidders should give an undertaking letter duly stating that the documents submitted by them in support of their credentials are genuine and DPA is at liberty to take any action against the bidder if the said documents are found to be non- genuine.

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- q. Bidders should give an undertaking that they will comply to the specifications of the work including terms and conditions in total without any deviation.
 - r. At the time of submission of tender document, the bidder shall give an undertaking that no changes have been made in the document.
- 4.3 Even though the bidder meets the above qualifying criteria, they are subject to be disqualified if they have:
- Made misleading or false representations in the forms, statements and attachments submitted in proof of the qualification requirements: and/or
 - Record of poor performance such as abandoning the works, non – completion of the contract.

5. One Bid per Bidder

- 5.1 Each bidder shall submit only one bid. A bidder who submits more than one Bid will cause all the proposals with the Bidder's participation to be disqualified and forfeiture of EMD.

6. Joint Venture

- 6.1 In case of association in the form of consortium or joint venture agreement, the members of the association shall nominate one of the members as "lead partner" for participating in the tender and signing all the documents related therewith up to signing of agreement and execution of all the contractual obligations thereafter (in case of award of contract). All the partners of the association must also, jointly, and severally, be responsible for satisfactory execution and performance of the contract. The contractors with at least 26% equity holding each shall be allowed to jointly meet the eligibility criteria.
- 6.2 Conditions for bid submission by Joint Venture:
- (i) The number of partners in JV/Consortium shall be limited to maximum of two.
 - (ii) In case of JV to qualify experience in similar works, merging of work order value executed by one or two of its member JV either as a whole or as member of JV shall not be permitted to qualify eligible works in terms of similar completed works, on-going works. Only no. of work orders executed by members of JV shall be merged to evaluate experience.
 - (iii) Lead partner should have executed at least one similar work costing Rs. 3829 lakhs as per Minimum Eligibility Criteria
 - (iv) The works reckoned for the above purpose are those executed by the tenderer as prime contractor or proportionately as member of JV or as a sub-contractor, authorized and approved by the Employer of the work(s) against which the tenderer has claimed his experience. Further they may upload the scanned permission letter for sub-contractor issued by principle (main client) otherwise the bid shall stand non-responsive.
 - (v) In the case of bid submitted by JV/ Consortium, the lead partner of the JV shall meet the Minimum Eligibility Criteria of Financial Turnover.
 - (vi) Companies/Contractors may jointly undertake contract/contracts. The number of

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- partners in JV/Consortium shall be limited to maximum of two. Each entity would be jointly and severally responsible for completing the task as per the contract, however declaration of the Lead member (JV has to designate one partner as Lead Member in their MOU) to be indicated by bidders. The firms with at least 26% equity holding each are allowed to jointly meet the eligibility criteria.
- (vii) A legally binding Joint venture / Consortium Agreement signed by authorized signatories of all the partners of the JV/Consortium, as per the Proforma / Forms at Section -4, shall be enclosed with the bid.
 - (viii) Power of attorney duly executed and signed by legally authorized signatories of all the partners, authorizing the Lead Partner (a) to submit bid, negotiate and conclude contract and incur all liabilities therewith on behalf of the partner(s) of the JV/Consortium during the bidding process; and (b) in the event of a successful bid, to incur liabilities and receive instructions for and on behalf of the partner(s) of the JV /Consortium and to carry out the entire execution of the contract including payment, exclusively through Lead Partner, as per the Proforma / Forms at Section -4, which shall be duly authenticated by a notary public or equivalent certifying authority, shall be enclosed with the bid.
 - (ix) The bid and in the case of the successful bidder, the Agreement, shall be signed and / or executed in such a manner for making it legally binding on all partners (including operative parts of the ensuing Contract in respect of Agreement of Arbitration, etc.). The Contract shall be signed by legally authorized signatories of all partners.
 - (x) The Lead Partner shall be authorized to receive instructions for and on behalf of the partners of the Joint venture and entire execution of the Contract including payment shall be carried out exclusively through the Lead Partner. A Statement to this effect should be included in the Joint Venture Agreement.
 - (xi) All partners of the Joint Venture shall be liable jointly and severally for the execution of the Contract in accordance with the Contract terms, and a Statement to this effect should be included in the Joint Venture Agreement.
 - (xii) Bid Security as required shall be furnished by Lead Member of Joint venture.
 - (xiii) Performance Guarantee, as required, will be furnished by Lead Member of Joint venture.
 - (xiv) Participation by a firm in more than one JV /Consortium is not permissible. A firm who submits bid on individual capacity is not eligible to be a partner of a JV /Consortium. In case a firm's name appears in more than one bid then both application may be rejected.
 - (xv) Each partner must submit the complete documentation, or portions applicable thereto, required qualifying the firm for bidding.
 - (xvi) All the partners of the JV/Consortium shall be jointly and severally liable for due performance, recourse/sanctions within the joint venture in the event of default of any partner and arrangements for providing the required indemnities.
 - (xvii) Notwithstanding demarcation or allotment of work among the partners, each partner shall be liable for non-performance of the whole contract irrespective of their demarcation or share of work.
 - (xviii) The Lead Partner shall be authorized to act on behalf of the JV/Consortium.
 - (xix) All the correspondences between the Employer and the contractor shall be routed

through the Lead Partner.

- (xx) In the event of default by the Lead Partner, it shall be construed as default of the Contractor; and Employer will take action under relevant clause(s) of the Bid Document and/or General Terms and Conditions of Contract.
- (xxi) An undertaking that all the partners are jointly and severally liable to the Employer for the performance of the contract shall be enclosed with the bid.
- (xxii) In the event of any partner leaving the JV, it shall be intimated to the Employer within 30 days by other partner(s). Failure to do so shall be construed as default of the contractor and the Employer may take action under relevant clause(s) of the Bid Document and/or General Terms and Conditions of Contract.
- (xxiii) The contractor shall not alter its composition or legal status without the prior written permission of the Employer. Failure to do so shall be construed as default of the contractor and the Employer may take action under relevant clause(s) of the Bid Document and/or General Terms and Conditions of Contract.
- (xxiv) One of the partners of JV/Consortium should have downloaded the bid documents.

7. Cost of Bidding

- 7.1 The Bidder shall bear all costs associated with the preparation and submission of its Bid and employer will in no case be responsible and liable for those costs regardless of the conduct or outcome of the bidding process.

8. Site Visit

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

B. BIDDING DOCUMENTS

9 Content of Bidding Documents

- 9.1 The set of bidding documents comprises the documents listed in the below and addenda issued in accordance with clause-9:

Bid Reference No. CME/Mech.Division/1915

NIT	Invitation for Bids
Section I	Instruction to Bidders
Section II	General Conditions of Contract
Section III	Special Conditions of Contract
Section IV	Forms of Bid
Section V	Scope of Work
Section VI	Bill of Quantities
Section VII	Drawings
Section VIII	Site Visit Report
Section IX	Bid Security Declaration Form

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- 9.2 The bidding documents shall be downloaded. The documents should be completely filled and submitted through on line E – Tendering process.
- 9.3 The bidder is expected to examine carefully all instructions, conditions of contract, forms, terms, technical specifications, bill of quantities, in the bid document. Failure to comply with the requirements of the bid document shall be at the bidder's own risk. Bids which are not substantially responsive to the requirements of the tender documents shall be rejected.

10. Clarifications of the Bidding Documents.

- 10.1 A prospective bidder requiring any clarification of the bidding documents may notify the employer in writing. The employer may respond to any request for clarification which are received within seven days prior to date of pre-bid meeting. The clarifications shall be uploaded on Website <https://tender.nprocure.com> and www.deendayalport.gov.in.
- 10.2 Pre-Bid meeting:
- (i) The bidder or his official representative may attend pre-bid meeting to be held at Chamber of CME on 29/08/2025 at 1500 hrs. The bidders/representative of bidders who wish to attend the Pre-Bid meeting shall furnish the authority letter on the letter head of Bidder, for attending the Pre-Bid Meeting on behalf of bidder at the time of Pre-Bid Meeting. The bidders shall submit their queries in the tender on or before the pre-bid meeting date.
 - (ii) The purpose of the meeting will be to clarify issues related to work and tender conditions.
 - (iii) Pre – Bid clarifications will be uploaded in <https://tender.nprocure.com> or www.deendayalport.gov.in website without disclosing source of enquiry.
 - (iv) Non-attendance at the pre-bid meeting will not be a cause for disqualification of a bidder.
 - (v) At any time prior to the deadline for submission of Bids, employer may, for any reason, whether at its own initiative or in response to a clarification sought by any prospective bidder, modify the bidding documents by amendment / addendum.
 - (vi) Those bidders who download the tender document from the website shall be solely responsible to check the web site for the amendment issued in shape of Corrigendum and/or Addendum.

11. Language of Bid

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

12. Documents comprising the Bid

The bid submitted by the bidder shall comprise the following:

A) Preliminary Bid:

- (i) E.M.D. Fees, Tender Fees, Site Visit Form and Integrity Pact Agreement.

B) Technical Bid:

-
- (i) Qualification information in accordance to clause of **Eligibility Criteria** shall be submitted.

C) Financial Bid:

- (i) Bill of Quantities duly filled and digitally signed by bidder.

13. Bid Prices

- 13.1 The rates and prices quoted by the bidder shall be fixed for the duration of the contract and shall not be subject to adjustment on any account.
- 13.2 The prices shall be quoted inclusive of all taxes, duties, and other incidentals charges like transportation, loading, unloading, boarding & lodging etc. except GST and should remain firm till completion of work. Applicable GST on the taxable value of supply of Goods or Services or both covered in this tender/contract will be paid by Port on production of bill mentioning GSTIN. Applicable Statutory recoveries including TDS under Income Tax, TDS under GST acts will be deducted/ recovered while accounting for or making payments to the contractor as per the applicable laws.

14. Currencies of Bid and Payment

The unit rates and the prices shall be quoted by the bidder in Indian Rupees only.

15. Bid Validity

- 15.1 Bids shall remain valid for a period of 120 days from the date of opening of the Technical Bid. A bid valid for a shorter period shall be rejected by the employer as Non-responsive.
- 15.2 In exceptional circumstances, prior to expiry of the original time limit, the employer may request the bidders to extend the period of validity for additional period. The request and the bidders' responses shall be made in writing. A bidder may refuse the request for which no penal action will be taken against the bidder.
- 15.3 A bidder agreeing to the request will not be permitted to modify his bid.

(C) BID SECURITY (EARNEST MONEY DEPOSIT-EMD):

16. Bid Security (Earnest Money Deposit-EMD)

- 16.1 The tender shall be accompanied by Earnest Money Deposit of **Rs. 50,00,000/- (Rupees Fifty Lakhs only)** tender not accompanied with EMD shall not be considered & their technical and price bid will not be opened. The EMD shall be deposited in the form of Insurance surety bond / Bank Guarantee drawn in favour of Board of Deendayal Port Authority, Gandhidham, from any Nationalized Bank / Scheduled Bank (except co-operative bank) having its branch in Gandhidham. (Format available in Section –VI). Legible scan copy may be uploaded on (n) procure website in Preliminary bid.

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 NIT above only shall become eligible for exemption from payment of tender fee/EMD. Such bidder shall also upload the scanned copy of valid & relevant certificate on (n) procure website along with 'Bid Securing Declaration Form' (section-IX) in preliminary bid failing which the bid shall be considered non-responsive. **It may be noted that exemption certificate issued by any other authority will not be entertained.**

(a) EMD

- (i) The EMD of successful Bidder will be refunded on submission of performance guarantee (in *Form 8*) as per the tender clause and executing the agreement (in *Form 11*) as per tender clause. The EMD of unsuccessful bidders other than L1 & L2 be refunded immediately after ranking of Bids. Earnest Money of L2 bidder shall be refunded immediately after entering into agreement with L1 and acceptance of Performance Guarantee from L1.
- (ii) EMD will be refunded suo-motto without any application from the Bidders.
- (iii) The EMD of successful bidder will be discharged (refunded) after he has signed the Agreement and furnished the required Performance Guarantee.
- (iv) Earnest Money Deposit will not carry any interest.

(b) The EMD may be forfeited if

- (i) The bidder withdraws the Bid after Bid opening during the bid validity;
- (ii) The bidder does not accept the correction of the Bid-Price, pursuant to any arithmetic errors;
- (iii) The successful Bidder fails within the specified time limit to
 - a) sign the Agreement or
 - b) furnish the required Performance Guarantee
- (iv) the bidder submits more than one bid.

17. Alternative Proposals by Bidders

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

18. Format and Signing of Bid

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

19. Amendment of Bidding Documents

- 19.1 Before the deadline for submission of bids, the Employer may modify the bidding documents by using addenda.
- 19.2 Any addendum thus issued shall be part of the bidding documents and shall be communicated in writing or by cable to all the purchasers of the bidding documents. Prospective bidders shall acknowledge the receipt of each addendum by cable to the Employer.
- 19.3 To give prospective bidders reasonable time in which to take an addendum in to account in preparing their bids, the Employer shall extend as necessary the deadline

for submission of bids.

(D) Bid Submission of Bids:

20. Submission of Bids

Bidders who wish to participate in the tender will have to procure/should have legally valid Digital Certificate, as per Information Technology Act-2000, 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 bidder may contact the following address:

(n) Code Solutions, A Division of GNFC,
301 GNFC Info tower, Bodakdev, Ahmedabad. Tel. 91 79 26857316/17/18
Fax: 91 79 26857321
Mobile: 9327084190 / 9898589652.
E-mail: nprocure@gnvfc.net.

The accompaniments to the tender documents as described under Clause **4.2** shall be Scanned and submitted On-Line along with Tender documents. However, the originals/attested hard copies 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 Marine Engineer Grade -1 within 7 days of opening of the tenders.

20.1 The envelopes shall be addressed to:

Chief Mechanical Engineer
Deendayal Port Authority Room No. 316,
2nd Floor Annex A.O. Building
Gandhidham – 370210
Kutch – Gujarat
Email: cme@deendayalport.gov.in

And bear the following identification:

Accompaniments for **"Design, Supply, Installation, Testing & Commissioning Of 05 TPD Green Bio-Methanol Plant on EPC Mode at DPA with Operation And Maintenance for two years"**.

Bid reference No. CME/Mech.Division/1915

Name and address of the bidder.

21. Deadline of Submission of the Bids

- 21.1 Bids must be received by the employer in On-Line System at websites <https://tender.nprocure.com> not later than **08/09/2025 up to 16:00 hrs.**
- 21.2 At the time of submission of the tender document, the Bidder shall give an undertaking that no changes have been made in document. The uploaded version of the Port Tender Document at <https://tender.nprocure.com> websites 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 Bidder, the conditions mentioned in the Port's uploaded document on <https://tender.nprocure.com> websites shall prevail.
- 21.3 The employer may extend the deadline for submission of bids by issuing an amendment on DPA website as well as on <https://tender.nprocure.com> 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.
- 21.4 In case of tender documents 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 has been made in document. Any discrepancy is noticed at any stage between the port's tender document uploaded on <https://tender.nprocure.com> and the one submitted by the Tenderer, the conditions mentioned in the port's tender document uploaded on <https://tender.nprocure.com> shall prevail. Besides, the Tenderer shall be liable for legal action for the lapses.

22. Late Bids

- 22.1 After the deadline of submission of bid, the bids cannot be submitted in the On-Line System.

23. Modification and Withdrawal of Bids

- 23.1 Bidders may modify or withdraw their bids before the deadline of submission of bid or extension if any.
- 23.2 No Bid can be modified after the last date for submission of Bids.
- 23.3 Withdrawal or modification of a Bid between the deadline for submission of bids and the expiration of the original period of bid validity including extension, if any. The bidder can be disqualified from the bidding process of DPA for a period of 03 years, may result in the forfeiture of Bid security i.e. EMD.

E. BID OPENING AND EVALUATION

24. Bid Opening

- 24.1 On the due date and time, the employer will first open Technical bids of all bids received including modifications.
- 24.2 In the event of the specified date for Bid opening being declared a holiday by the employer, the Bids will be opened at the appointed time on the next working day at the same time.
- 24.3 If any Bid contains any deviation from the Bid documents and / or if the same does not contain Bid security i.e., E.M.D. fees and tender fees in the manner prescribed in

the Bid documents, then that Bid will be rejected, and the Bidder will be informed accordingly.

24.4 The bids which are technically qualified, their financial bids will be opened. The date of opening of financial bid will be declared in the <https://tender.nprocure.com> and www.deendayalport.gov.in.

24.5 The price bid i.e., BOQ will be opened only those bids qualify technically.

25. Clarification of Bids

25.1 To assist in the examination and comparison of Bids, the employer may, at his discretion, ask any Bidder for clarification of his Bid, including breakup of unit rates. The request for clarification and the response shall be in writing, but no change in the price of substance of the Bid shall be sought, offered, or permitted.

25.2 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.

25.3 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.

26. Examination of Bids and Determination of Responsiveness

26.1 Prior to detailed evaluation of Bids, the employer will determine whether each Bid

- (a) has been properly digitally signed,
- (b) meets the eligibility criteria defined
- (c) is accompanied by the required E.M.D fees and tender fees;
- (d) is responsive to the requirements of the Bidding documents.
- (e) GST number to be quoted invariably by the bidder.

26.2 A substantially responsive Technical and Financial Bid is one which conforms to all the terms, conditions and specification of the Bidding documents.

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

27. Evaluation and Comparison of Bids

27.1 The employer will evaluate and compare only the Bids determined to be responsive.

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

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

E. AWARD OF CONTRACT

28. Award Criteria

The employer will award the work to the bidder whose bid has been evaluated to be

techno – commercially responsive and the lowest evaluated total amount of BOQ subject to submission of agreement and performance security and other terms & conditions of Tender.

The employer, if so required, reserves the right to: **(Not Applicable)**

- a) Split the work and award the work in Favour of more than one contractor,
- b) Award the work separately as supply, execution, Operation & Maintenance/Operation/Maintenance as applicable.

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

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

30. Letter of Acceptance:

The Chief Mechanical Engineer will issue the Letter of Acceptance (Form No.7) intimating the successful bidder about the proposed pre-acceptance of tender.

31. Notification of Award and Signing of Agreement

- i) The Bidder whose Bid has been accepted will be notified for the award by the employer prior to expiration of the Bid validity period by confirmation in writing. In this letter (hereinafter and in the Conditions of Contract called the "Letter of Acceptance") the contract amount, completion period of the work, etc. will be mentioned in line with the tender conditions.
- ii) The notification of award will constitute the formation of the Contract subject to the furnishing of a performance security in accordance with the provisions of tender condition.
- iii) The Agreement will be submitted by successful Bidder within 14 days (National Bid) 28 days (Global Bid) of issue of the notification of award (Letter of Acceptance). The agreement will incorporate all correspondence between the employer and the successful bidder.

32. Contract Agreement:

32.1 The agreement on stamp paper shall be furnished by the Contractor as per the following guidelines within 14 days (National Bid) 28 days (Global Bid) from the date of issue of Letter of Acceptance.

- (i) The successful Bidder will be required to execute an agreement at his expense on Three Hundred Rupees (Rs.300/-) Non-Judicial Stamp Paper in the proper departmental format (Form 11) for the due and proper fulfillment of the contract within 14 days (National Bid) 28 days (Global Bid) from the date of Letter of Acceptance.

32.2 Pending preparation and execution of the contract agreement as above, the tender submitted by the Contractor together with Chief Mechanical Engineer's letter /fax accepting the tender shall constitute a binding contract between the Board and the

Contractor.

32.3 The contract period shall be reckoned from the date of issue of Work-order to commence the work. Party has to submit the followings after issue of LOA as:

- i) The original agreement as per the format attached with the tender should be executed on a stamp paper of appropriate value (at present Rs.300/-)
- ii) The Agreement should be submitted in duplicate and the date of execution is to be kept blank.
- iii) Each page of the document is to be signed by the Contractor/ his authorized representative by indicating his full name.
- iv) If the Contractor is a partnership contractor, then a copy of the Partnership Deed and in case it is a Company, a copy of Memorandum and Articles of Association along with Registration Certificate is to be submitted.
- v) If the agreement is signed by a Partner/ a Director/ an authorized person of the contractor, in such case, a certified true copy of the power of attorney/ letter of authority given by the contractor/ company to the signatory of the contractor is to be submitted.
- vi) The entire agreement should be in type written form/ computer printed form.
- vii) Leaving blanks and insertion of some contents of the agreement with hand writing should be avoided.
- viii) All corrections/ additions made in the agreement are to be initialed.

33. **Performance Security:**

There will be two types of separate Performance Security i.e.

- i. First phase (Part-A) EPC Mode for Installation and Commissioning of Bio-Methanol plant as per tender conditions and
- ii. second phase (Part-B) for Operation & Maintenance.

Security deposit for "Parts-A" will consist of two parts: a) Performance Guarantee to be submitted after issue of LOA, and b) Retention money to be recovered from Running Bills. Security deposit for "Parts-B" will consist of two parts: a) Performance Guarantee to be submitted after intimation to start O&M, and b) Retention money to be recovered from Running Bills.

33.1 Security deposit shall be 10% of the contract price, of which 5% of contract price should be submitted through **Online Digital Transfer or FDR or in form of Bank Guarantee/ Insurance surety Bond** issued from Nationalized/ Scheduled bank (except co-operative banks), having its branch at Gandhidham, within 21 days on receipt of LoA and balance 5% to be recovered as retention money from running bills of EPC tender. Similarly, for O&M period 5% of O&M value shall be deposited within 15 days after receipt of intimation to start O&M and 5% retention money shall be recovered from running bills. Security deposit towards performance guarantee for EPC tender will be refunded within one months after expiry of one year of defect liability period recovering any claim of DPA and Security deposit for O&M period will be refunded within one month after expiry of completion of O&M period.

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- 33.2 **Performance security shall be valid for 60 (sixty) days beyond the date of completion of all contractual obligations including defect liability period**, for ensuring due performance of the contract.
- 33.3 **Successful Bidder has to submit the Performance security @ 5% of Contract price of Part –A (DSITC stage) within 21 days of receipt of Letter of Award (LOA) and within 15 days after receipt of intimation to start O&M for Contract price of Part –B**, failing which the work will not be awarded and the Bid Security/Performance security (PS) will be forfeited.
- 33.4 The Port Authority will also be at liberty to deduct from performance guarantee or from any sums of money due or that may become due under any contract with the contractor that may become due to the employer. This is without prejudice to the rights of the employer under the terms of the contract. The Bank Guarantee is required to be dispatched by the issuing bank directly to The Employer by Registered AD Post.
- 33.5 Failure of the Successful Bidder to comply with the requirements as mentioned above shall constitute sufficient grounds for cancellation of the award of work and forfeiture of bid security i.e. EMD.
- 33.6 The Bank Guarantee is required to be dispatched by the issuing bank directly to The Employer by Registered AD Post.
- 33.7 The bank guarantee towards performance guarantee cum security deposit will be accepted in the form of bank guarantee from any nationalized bank / scheduled bank (except Co-operative Bank) having is branch at Gandhidham.
- 33.8 The Port Authority may at their option forfeit the Performance Guarantee cum Security Deposit if the contractor fails to carry out the work or perform or observe the conditions of contract.
- 33.9 In case of submission of fraudulent documents with regard to Bank Guarantee against Performance Security by the Bidder shall be treated as major violation of the Tender procedure and in such cases, Black listing the contractor for the next three years.
- 33.10 The Performance Guarantee cum Security Deposit will be released as mentioned in Clause 33.1 above.
- 33.11 If applicable, the documentary evidence (copy of paid Challan in Govt. Treasury) of Welfare cess @1% of work done or as amended by Statutory Authority from time to time, paid on final bill shall be submitted before releasing the Performance Guarantee.

34. Issue of Work Order

Work order will be issued indicating the Contract value, completion period etc. (separately for Part-A & Part-B), after submission of Performance Security Deposit and Contract Agreement on Non- Judicial Stamp Paper by the successful bidder as per Tender Conditions.

35. Time Schedule

The Contract shall be effective from the date of issue of Work-Order and the work shall be completed within specified completion period of 10 months for DSITC period

and 24 months for O&M period.

36. Corrupt or Fraudulent Practices

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

- (a) defines the following for the purpose of these provisions:
 - (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.

Sd./-

**Signature & Seal
of Contractor**

**Chief Mechanical Engineer
Deendayal Port Authority**

SECTION – II

GENERAL CONDITIONS OF CONTRACT

GENERAL CONDITIONS

1. Definitions

In the Contract (as hereinafter defined) the definition of the following words and expressions shall have the meanings hereby assigned to them except where the context otherwise requires:

- a. **"Employer"** means Board of Authorities of Deendayal Port, a body corporate under the Major Port Authorities Act, 2021, by notification issued by the Government of India, acting through its Chairman, Dy. Chairman or Chief Mechanical Engineer or any other officers so nominated by the Board.
- b. **"Contractor"** means the person or persons, contractor, corporation or company whose tender has been accepted by the employer and includes the Contractor's servants, agents and workers, personal representatives, successors and permitted assigns.
- c. **"Contract"** means and includes Tender Documents, Instructions to Bidders, General Conditions of Contract, Drawings, Specifications, and Schedules etc., any amendments thereto, Bid, Letter of Acceptance, Contract Agreement and the work order.
- d. **"Contract Price"** means the total sum of money to be paid by the employer to the contractor on timely completion of the contract work as per Contract including payment for extra work, i.e. as per defined and applicable items of the terms of payment, including any taxes and excise duties to be paid to state or central Government, except GST.
- e. **"Specifications"** means the specification referred to in the tender documents and any modifications thereof or additions thereto or amendments thereto as maybe from time to time be furnished or approved in writing by the employer.
- f. **"Chief Mechanical Engineer"** shall mean the Chief Mechanical Engineer of Deendayal Port Authority.
- g. **"Work" or "Works"** shall mean the whole of the plant and materials to be provided and work to be done executed or carried out by the contractor under the contract.
- h. The **"Site"** shall mean the whole of the premises, buildings and grounds in or upon which the system or works is or are to be provided, executed, erected, done or carried out.
- i. The **"Schedule"** shall mean the schedule or Schedules attached to the specifications.
- j. The **"Drawings"** shall mean the drawings, issued with the specification which will ordinarily be identified by being signed by the Chief Mechanical Engineer and any further drawing submitted by the contractor with his tender and duly signed by him and accepted or approved by the Chief Mechanical Engineer and all other drawings supplied or furnished by the contractors or by the Chief Mechanical Engineer in accordance with these contract conditions.
- k. **"Trials" and "Tests"** shall mean such trials and tests as are provided for in these conditions of contract and described in the specification and shall include all other tests to be carried out as per the requirement of the 'employer'.
- l. **"Approved" or "Approval"** shall mean approval in writing.

- m. **"Engineer-in-charge/Nodal officer"** shall mean any officer/Engineer authorized by Chief Mechanical Engineer for purpose of this contract.
- n. **"Day"** means calendar days, **"months"** are calendar months.
- o. **"Equipment"** is the contractor's machinery and vehicles brought temporarily to the site to construct the works.
- p. **"Material"** is all supplies, including consumables, used by the contractor for incorporation in the works.
- q. **"Plant"** is any integral part of the works which is to have mechanical, electrical, electronic or chemical or biological function.

2.0 Use of Contract Document:

The Contractor shall not, without prior consent, make use of any document except for the purpose of performing this contract.

3.0 Change Orders:

At any time during the execution of the contract, by a written notice to the Contractor, changes may be made in the general scope of contract. The Engineer In-charge (EIC), with due approval of competent authority, may make any changes in the quality and/or quantity of the work or any part thereof that may, in his opinion, be necessary and for that purpose the Engineer In-charge shall have the power to order the Contractor to do and the Contractor shall do any of the following:

- a. Increase or decrease or split the quantity of work included in the contract,
- b. Omit any such work,
- c. Change the character, quality or kind of any such work,
- d. Change the dimensions of any such work, Change in Location
- e. Execute additional work of any kind necessary for completion of the work under the contract, and no such change shall in any way vitiate or invalidate the contract but the cost, if any, arising out of all such changes shall be taken into account in ascertaining the total amount of the contract price. Where the rate is available in the contract and the same is applicable to the additional work, in the opinion of the EIC, the cost of the additional work shall be determined as per this available rate. But, if the rate for additional work is not available in the contract, the same shall be determined by the EIC taking into account the market rate and labour cost at the site for similar works and shall be final.
- f. Deviations from the specifications as contained in the tender agreement including the make / model, shall not be accepted. In case of any such deviation, payment shall not be made for that part of the work / item, even if it is meeting the functional requirements and has been accepted by the purchaser. The payment for such portion of the work / item can only be released if the contractor makes good the deviations before the expiry of the warranty period so as to meet the specifications of the tender agreement in all respects.

4.0 Resolution of Dispute

- a) The Board and the Contractor shall make every effort to resolve amicably by direct informal negotiations, any disagreement or dispute arising between them in connection with the contract. However, in case of failure of negotiation between the Board and the Contractor, the parties shall refer their present and future disputes relating to the contract itself or arising out of or concerning or in connection with or in consequence of the contract to the Chairman, DPA whose

decision shall be final and binding on both the parties. The contract shall be governed by the Indian Contract Act, 1872.

- b) Jurisdiction of Courts: All such disputes, which could not be settled at the intervention of Chairman, DPA, shall be subjected to the jurisdiction of the courts at Gandhidham.

5.0 Force Majeure:

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

6.0 Compliance with Statutes, Regulations:

The Contractor shall comply in all respects, with all statutes and regulations as may be necessary, including clearance from State/Central govt. authorities, Pollution Control Boards, labour enforcement and local authorities. The Contractor shall, at all times during the continuance of the contract, so far as it may be necessary, comply with all the existing enactments including Central and State legislation as well as any by-laws of any local authorities regarding labour, particularly the Minimum wages Act, Factories Act, Workmen's Compensation Act, Employees' Provident Fund and Family Pension Fund Act, Employees' State Insurance Act, Contract Labour (Regulation and Abolition) Act, Payment of Wages Act, Maternity Benefit Act, National and Festival Holidays Act, Shop and Establishment Act, The Apprentice Act and keep DPA indemnified against any loss or claim arising out of contravention of the provisions of the above said enactments by the Contractor. The price quoted by the Contractor in the Bill of Quantity shall be deemed to include all expenses whatsoever the Contractor may be required to incur for the compliance with the provisions of the above said legislation. The Contractor shall make necessary arrangements for DPA to witness the payment made by the Contractor to his staff and labour.

7.0 Payment Terms: (Modified as per Clause No. 4 of Section – III)

All payments shall be made in Indian rupees unless specifically mentioned. 95% monthly payment in respect of item executed/ supplied will be released after deducting 5% as retention money towards performance security.

NOTE:

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

Bank Payment Agreement Form

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

Payment Declaration by the party:

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

Signature of the party with the seal

Declaration by the bank:

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

Signature of the bank manager with the seal

8.0 Insurance (superseded as per Clause no. 2 of Section-III):

- 8.1 The contractor shall provide in the joint names of the employer and the contractor, insurance cover from the start date to the end of guarantee period for the following events which are due to the contractor risk:
 - a) loss of or damage to the works, plan and materials.
 - b) loss of or damage to equipment.
 - c) loss of or damage of property (except the works, plant, materials and equipment) in connection with contract, and
 - d) personal injury or death
- 8.2 Policies and certificates for insurance shall be delivered by the contractor to the engineer in charge or his nominee before the commencement of work. All such insurances shall provide for compensation to be payable to the types and proportions of currencies required to be rectify the loss or damage incurred.
- 8.3 Alterations to the terms of insurance shall not be made without the approval of the engineer in charge or his nominee,
- 8.4 All the materials shall stand insured from the time of arrival at site till commencement of erection against fire, pilferage, damage and against natural calamities for the value of 90% of each item.
- 8.5 During erection and till the work is completed and satisfactory taken over by the D.P.A after testing the materials shall stand covered by suitable erection insurance also for the value of 110% of the item. The charges for the insurance shall be borne

by the Contractor.

9.0 Time Extensions:

The Contractor may claim extension of the time limits in case of;

- i) Changes ordered by Deendayal Port Authority.
- ii) In case work is delayed on DPA's Account e.g. due to delay in approval of drawings, non-availability of site clearance or any other reason, DPA will consider time extension of merit. However, no compensation will be paid to the Contractor if work is delayed on DPA's account. The Contractor shall submit the request for extension, within 30 days of occurrence of such delay in the prescribed format, clearly indicating the justification for such extension.
- iii) Force Majeure.
- iv) All the incidents of delay should be entered in the hindrance register which will be base for granting any extension.

10.0 Time is the essence of the contract:

Time is the essence of the contract and the Contractor shall ensure that all the obligations under the contract are completed within the agreed time schedule. The Contractor shall be solely responsible for all the delays including the delays caused by its vendors. In case of delay in progress of the works, Deendayal Port Authority reserves the right to withhold the payment, cancel the contract unilaterally or complete the work departmentally.

11.0 Liquidated Damages (Superseded as per Clause No. 8 of Section-III):

- 11.1 In case of delay in completion of the contract, liquidated damages (LD) may be levied at the rate of 1/2% of the contract value per week of delay or part thereof, subject to maximum of 10% of the contract price.
- 11.2 The employer, if satisfied that the works can be completed by the Agency within a reasonable time after the specified time for completion may allow further extension of time at its discretion with or without the levy of LD. In the event of extension of time at its discretion with LD the employer will be entitled without prejudice to any other right or remedy available in that behalf per cent (1/2%) of the contract value of the works for each week or part of the week subject to the ceiling of 10% of contract value.
- 11.3 The employer, if not satisfied that the works can be completed by the contract, and in the event of failure on the part of the Agency to complete work within further extension of time allowed as aforesaid shall be entitled without prejudice to any other right or remedy available in that behalf to rescind the contract.
- 11.4 The employer, if not satisfied with the progress of the contract and in the event of failure of the Agency to recoup the delays in the mutually agreed time frame, shall be entitled to terminate the contract.
- 11.5 In the event of such termination of the contract as described in clauses (11.3) or (11.4) or both, the employer shall be entitled to recover LD up to ten percent (10%) of the contract value and forfeit the security deposit made by the contract besides getting the work completed by other means at the risk and cost of the contractor.
- 11.6 In case part / portion of the work can be commissioned and port operates the portion for commercial purpose, the rate of LD will be restricted to the uncompleted value of work, the maximum LD being on the entire contract value.

12.0 Variations:

12.1 Variation in Conditions of Contract:

In case of any variation in Instructions to Bidders (ITB), General Conditions of Contract (GCC) and the Special Conditions of Contract – if any, special conditions of contract shall prevail. But in case of any requirement/condition specified in the Scope of Work, it shall prevail over all other conditions.

12.2 Variation in Quantities of Schedule – B

The overall as well as individual variations shall be $\pm 30\%$ in quantity for which the rate quoted by the bidder and accepted by the employer shall be applicable.

13.0 Acceptance

Upon completion of work under this contract, the Board may accept the works and/or services after installation, if defects or shortcomings are not considered essential and, the Contractor agrees to make good the deficiencies in confirmation with this contract. No work shall be accepted before the Contractor clears the site of scraps, unused materials, work shed, equipment and all such materials which were used for execution of the work and not required any more at the work site. Also, the Contractor has to submit all the documents and final “as built” drawings as per the contract agreement without which no work shall be treated as complete.

Completion Certificate may be issued by the employer after satisfactory completion of work as per tender and after taking trial.

14.0 Guarantee:

14.1 The warranty/Guarantee period shall be valid up to minimum of twelve months (12 months for EPC tender works) with effect from the date of acceptance of the work and/or services, unless otherwise specified in the scope of work/Special Conditions of Contract (SCC).

14.2 The Contractor shall warrant the Board that the goods and services under this contract will comply strictly with the contract, shall be first class in every particular case and, shall be free from defects. The Contractor shall further warrant the Board that all materials, equipment and the supplies furnished by him will be new and fit for their intended purposes.

14.3 The Board shall promptly notify the Contractor in writing of any claim arising under this Warranty. Upon receipt of such notice, the Contractor shall promptly repair or replace the defective goods and/or services at no cost to the Board.

14.4 If the Contractor, having been notified, fails to rectify the defects in accordance with the contract, the Board may proceed to take such remedial action as may be necessary, at the Contractor's risk and cost.

15.0 Taxes

GST:

The bidder shall quote the price exclusive of GST. Applicable GST on the taxable value of supply of Goods or Services or both covered in this tender/contract will be paid by Port on production of required document as per prevailing rules as per Goods & Service Tax Act, 2017. All other duties, taxes, cesses applicable, if any, shall be borne by the bidder. Applicable Statutory recoveries including TDS under Income Tax, TDS under GST acts will be deducted/ recovered while accounting for or making

payments to the bidder as per the applicable laws.

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.

Deduction of Income-Tax:

Income-Tax deductions and surcharge as applicable thereon shall be made good while making payments due to the contractor for carrying out the work and only net amount shall be paid as directed by the Central Board of Direct Taxes, Ministry of Finance, Government of India.

Rate &Tax:

The rates quoted by the contractor shall be deemed to be inclusive of the excise, other taxes, duties etc., but exclusive of the GST (CGST & SGST), which the contractor will have to pay for the performance of the contract. The employer will perform such duties in regard to the deduction of such taxes at sources as per applicable law.

16.0 Deduction:

- 16.1 Deduction of taxes/income tax at source shall be made from the any bill of the Contractor in accordance with the prevailing rules of Govt.
- 16.2 While performing under the contract, the damages caused by the Contractor or his workers to any of the Port Authority property shall be promptly made good by the Contractor at his own cost. In case the Contractor fails to repair/replace the damage, Deendayal Port Authority shall have the right to take steps to make good the damages and all the cost on this account shall be recovered from the bills of the Contractor or any money due to the Contractor from this contract or any other contract or any other transaction. In determination of the damage, the opinion of the Engineer-In- charge (EIC) shall be conclusive.
- 16.3 Any dues arising out of failure on the part of the Contractor to carry out any obligation under the contract shall be deducted from the bills of the Contractor or from any money due to the Contractor from this contract or any other contract.
- 16.4 (- Deleted -) **(-Not Applicable as per Clause No. 12 of Section-III-)**

17.0 Subcontracts:

The Contractor shall not be allowed to engage any sub-contract for all or any part of this contract.

18.0 Idle Charges: (Not applicable)

All efforts shall be made for timely supply of materials and/or equipment where it is included in the scope of Deendayal Port. However, the Contractor shall not be entitled to any idle charges for delay in supply of materials and/or equipment by the Port Authority. Further, in case of any delay due to stoppage of work ordered by the Port Authority to avoid interruption in other important activities of Port Authority or any other reason, the Contractor shall not claim any idle charges.

19.0 Personal Protective Equipment (PPE):

The Contractor shall be solely responsible, at his own cost, for the supply of required PPE to his workers and staff and he shall also ensure the use of PPE such as helmets, nose masks, hand gloves etc. by all the contractor's employees at site.

20.0 Conduct:

The Contractor, at all times during the tenure of contract, shall take all measures to prevent any unlawful, riotous or disorderly conduct by or amongst his staff at the site and for the preservation of peace and protection of persons and property at the work site as well as in the enactment of the works.

21.0 Accident:

The Contractor shall, within 24 hours of the occurrence of any accident, at or about the work site or in connection with execution of the contract, report such accidents to the Engineer-In-Charge giving all the details in writing. He shall also provide additional information about the accident as requested by the E-I-C.

22.0 Watch and ward:

During the execution of the contract, it shall be the responsibility of the Contractor to arrange watch and ward of the work including the raw materials, machine/equipment/system used for the work at his own cost till the date of acceptance of the work by Deendayal Port Authority.

23.0 Termination:

23.1 The Board may, without any prejudice to any other remedy for breach of contract, by written notice of default sent to the Contractor, terminate the contract in whole or in part:

- (i) if the Contractor fails to execute the work within the period as specified in the contract or any extension granted by the Board;
- (ii) if the Contractor fails to perform any other obligation under the contract and if the contractor does not cure the same after receipt of a notice of default, the nature of default as well as the time within which the default has to be cured by the Contractor.

23.2 In the event of Board's termination of the contract in whole or in part, the Board may execute the remaining work or procure goods similar to those undelivered by the Contractor and the Contractor shall remain liable to the Board for any excess cost for such works or goods and risks, if any.

23.3 In the event of Board's termination of the contract in whole or in part, the Board may execute the remaining work or procure goods similar to those undelivered by the Contractor and the Contractor shall remain liable to the Board for any excess cost for such works or goods and risks, if any.

23.4 The Board will pay the Contractor, for all the items that are completed, and ready for delivery, within 30 days after termination. The payment shall be made only after all the afore-mentioned goods are supplied to and accepted by Deendayal Port Authority. The amount so decided by the Engineer-in-Charge in this regard shall be final and binding.

23.5 In case of termination of contract for default by the Contractor, the Board may not permit the Contractor to participate in any of the future tender of Deendayal Port

Authority for a period decided by DPA.

- 23.6 The employer may terminate the contract if Contractor causes a fundamental breach of the contract.
- (a) The contractor stops work for 28 days and the stoppage has not been authorized by the Engineer-in-Charge or his nominee.
 - (b) The contractor becomes bankrupt.
 - (c) The contractor has delayed the completion of works by the number of days for which the maximum amount of liquidated damages can be paid as defined in the contract data and
 - (d) 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.
 - (e) For the purpose of this paragraph: "corrupt practice" means the offering, giving receiving or soliciting of anything of value to influence the action or 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".
 - (f) 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.
 - (g) Any material lying at site will not be removed without the prior written permission of Engineer in Charge.

24.0 Arbitration Clause:

- (I) The Arbitration Award may be referred to a Conciliation Committees/ Councils comprising of independent subject expert in order to ensure speedy disposal of the case, as per Conciliation Act.
- (II) The award of the Conciliation Committee/ Council if agreed by both the sides may then be placed for consideration of the Board of Authorities of the Port subject to the delegation of power.
- (III) Except where otherwise provided in the contract, all questions and disputes relating to the meaning of the specifications, designs, drawings and instructions herein before mentioned and as to the quality of workmanship or materials used on the work or as to any other question, claim, right, matter or any other thing whatsoever, in any way arising out of or relating to the contract, designs, drawings, specifications, estimates, instructions, orders, or to the conditions or otherwise concerning the work or regarding the execution or failure to execute the same whether arising during the progress of the work or after the completion thereof as described hereinafter shall be referred to the Chairman for sole arbitration by himself or by any officer appointed by him.
- (IV) It will be no objection to any such appointment that the arbitrator is an employee of the Board or the Government, that he had to deal with the matters to which the contract relates and that in the course of his duties as an employee of the Board of the Government, he had expressed views on all or any of the matters in dispute or of difference.

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

-
- any officer to act as arbitrator.
- (V) It is also a term of this contract that no person other than the Chairman himself for any officer appointed by him shall act as arbitrator.
 - (VI) It is a term of this contract that only such questions and disputes as were raised during the progress of other work till its completion and not thereafter shall be referred to arbitration. However, this would not apply to the questions and disputes relating to liabilities of the parties during the guarantee period after completion of the work.
 - (VII) It is a term of the contract that the party invoking arbitration shall give a list of disputes with amount of claim in respect of each said disputes along with the notice seeking appointment of arbitrator.
 - (VIII) 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 Engineer –in- charge that the final bill is ready for payment, the claim of the Contractor shall be deemed to have been waived and absolutely barred and the Port Authorities shall be discharged and released of all liabilities under the contract in respect of these claims.
 - (IX) 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.
 - (X) The award of the arbitrator shall be final, conclusive and binding on all the parties to Contractor.
 - (XI) The arbitrators from time to time, with the consent of both the parties, enlarge the time for making & publishing the award.
 - (XII) Arbitration shall be conducted in accordance with the provisions of Indian Arbitration Act, 1996 or any statutory modifications or e-enactment thereof and rules made there under and for the time being in force shall apply to the arbitration proceeding under this clause.
 - (XIII) 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.
 - (XIV) It is also a term of a contract that the arbitration shall be deemed to have been entered on the reference on the date he issues the first notice to both the parties calling them to submit their statement of claims and counter statement of claims.
 - (XV) Venue of the arbitration shall be such place as may be fixed by the arbitrator at his sole discretion.

25.0 Indemnification:

The Contractor shall indemnify, protect and defend at its own cost, Deendayal Port Authority and its agents & employees from & against any/all actions, claims, losses or damages arising out of

- a) any violation by the Contractor in course of its execution of the contract of any legal provisions or any right of third parties;
- b) Contractor's failure to exercise the skill and care required for satisfactory execution of the contract.

26.0 Engineer-in-Charge or his nominee's Decisions

Except where otherwise specifically stated, the Engineer-in-Charge or his nominee will decide contractual matters between the employer and the Contractor in the role representing the employer.

27.0 Delegation

The Engineer-in-Charge or his nominee may delegate any of the duties and responsibilities to other people after notifying the Contractor and may cancel any delegation after notifying the Contractor.

28.0 Communications

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).

29.0 Personnel

29.1 The Contractor shall employ the key personnel named in the Schedule of Key Personnel as referred to in the Contract Data to carry out the functions stated in the Schedule or other personnel approved by the Engineer-in-Charge. The Engineer-in-Charge will approve any proposed replacement of Key personnel only if their qualifications, abilities, and relevant experience are substantially equal or better than those of the personnel listed in the Schedule.

29.2 If the Engineer-in-Charge 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.

30.0 Employer's Obligation (superseded as per Clause no. 7 of Section-III)

- (i) Electricity, water and land for execution of the work at site shall be provided on payment of applicable tariff of the employer subject to availability. If DPA is unable to provide electricity and water the same will be arranged by the contractor at his own cost. Necessary meters should be installed by the contractor at its own cost.
- (ii) The employer will not provide Port Authority Quarters, during the tenure of contract
- (iii) Administrative support only, for obtaining clearance from any statutory authority, shall be provided by the employer.
- (iv) Facilitating for issue of port entry passes to the staff engaged by successful bidder and their vehicles during the period of contract
- (v) On successful completion of all the obligations under the contract and on the request of the Contractor, the employer shall issue a "Completion Certificate with the approval of the Chief Mechanical Engineer, the employer.

31.0 Queries about the Technical Data

The Engineer-in-Charge or his nominee will clarify queries on the Technical Data.

32.0 Approval by the Engineer-in-Charge or his nominee.

The Contractor shall submit the Make of material, equipment's and specifications &

drawings for proposed Work to the Engineer-in-Charge or his nominee, who is to approve them subject to compliance with the Technical specifications and drawings. The Engineer-in-Charge or his nominee's approval shall not alter the Contractor's responsibility for the work. All drawings prepared by the contractor for the work, if any, are subject to prior approval by the EIC before procurement/ execution.

33.0 Discoveries

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 employer or his nominee of such discoveries and carry out the instructions of employer or his nominee for dealing with them.

34.0 Access to the site

The contractor shall allow the Engineer in charge or his nominee and any person authorized by him 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 work.

35.0 Instructions

The contractor shall carry out all instructions of the engineer-in-charge or his nominee which comply with applicable laws where the site is located.

36.0 Safety

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

37.0 Identification of Defects

The Engineer-in-Charge or his nominee shall check the work carried out by Contractor and notify the Defects found if any. The Engineer-in-Charge or his nominee may instruct the Contractor to rectify the Defect.

38.0 Correction of Defects

- 38.1 The Engineer-in-Charge or his nominee shall give notice to the Contractor of any Defects before the end of the Defects Liability Period (Guarantee 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.
- 38.2 Every time notice of a Defect is given the Contractor shall correct the notified Defect within the length of time specified by the Engineer-in-Charge or his nominee's notice.

39.0 Uncorrected Defects

If the Contractor has not corrected a Defect within the time specified, the Engineer-in-Charge or his nominee will assess the cost of having the Defect corrected, and the Contractor will pay this amount.

40.0 Employer's right of Rejection:

The employer shall reserve the right to reject a part portion or consignment thereof within a reasonable time after actual delivery thereof at the place of destination, if consignment is not in all respects in conformity with terms & conditions of the contract whether on account of any loss, deterioration or damage before dispatch or delivery or during transit or otherwise whatsoever.

41.0 Removal of Rejected goods:

Rejected goods shall under all circumstances lay at the risk of the contractor from the moment of rejection and if such goods are not removed by the contractor within 21 days from the date of intimation from the Engineer-in-Charge. Engineer-in-Charge may either return to the contractor at the risk and cost of the contractor by such mode of transport as the Engineer-in-Charge may select or dispose of such material at the contractor's risk on his account and retain such portion of the sale proceeds as may be necessary to recover any expenses incurred in such disposals.

42.0 Use of Contract Document:

The Contractor shall not, without prior consent, make use of any document except for the purpose of performing this contract.

43.0 Memorandum of Settlement:

The Contractor shall not sign any memorandum of settlement with any agency such as Trade Unions etc. in any form at any level without the prior written permission of the employer in relation to any work under taken by him in the Port premises.

44.0 Deviations: (Pl. refer Clause No. 10 of Sec-III, for continuation of this clause)

The bidder must read the tender document carefully and prepare the bid for submission. It is important to note that deviations, if any, must be brought out clearly in the technical offer, which shall be examined by Deendayal Port Authority. If the deviation statement submitted by the bidder does not contain any item, then it shall be construed that the bidder has accepted the same and no request from the Contractor, for any change, shall be accepted by DPA at a later stage. In any case, no change in specifications given in the tender agreement shall be permitted. However, only in unavoidable circumstances, Deendayal Port Authority may consider such requests from the Contractor, provided the Contractor submits its request with adequate justification.

45.0 Approvals:

The Engineer-in-Charge shall give specific approval in writing within 7 Days to Contractor after written submission regarding Makes of Material to be used for the Contract and Drawings, if any to be furnished by the Contractor to Engineer-in-Charge for approval. Any corrections to be suggested by Engineer-in-Charge in drawings, the days taken for rectification in drawings shall be in account of the Contractor.

46.0 Third Party Inspection:(superseded as per Clause no. 13 of Section-III)

- i. The Third-Party Inspection Agency shall be arranged by DPA and cost of Third-Party Inspection mentioned below shall be borne by DPA.
- ii. The Third-Party Inspection Agency will carry out approval of drawings if any, material inspection at manufacturer's work/ site, dispatch clearance from manufacturer's work, certification for releasing payments as per payment terms of contract for all the material as per schedule/work till taken over by DPA.
- iii. The Third party shall carry out inspection of work as per tender

specification/relevant standard.

- iv. The stage payment of the contractor shall be released after certifying by the third party and copy of the same shall be produced by Contractor for releasing the stage payment as per Payment Terms.

47.0 Bar Chart: (-Not Applicable as per Clause No. 12 of Section-III-)

The Contractor shall submit a bar chart, before signing the agreement, clearly indicating the plan for timely execution of the work. The bar chart must indicate the individual activities and commencement and completion dates of each activity. The bar chart shall be used for monitoring the progress of the work.

48.0 Engagement of 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.

49.0 Police verification of contract labour

(Pl. refer Clause No. 14 of Sec-III, for continuation of this clause)

The Contractor who has been awarded the job through Work Order shall furnish necessary Police Clearance Certificate in respect of character and antecedents of all contract labourers engaged by them, before commencing the work at site.

This will be a part of Contractual Agreement, as entire Cargo Jetty, Oil Jetty area has been declared as **"Prohibited Area"**. Contractor who would be awarded contract is required to comply with the above requirements.

Contractor shall obtain such Police Clearance Certificate from Police available against a nominal fee per Certificate and they will submit this Certificate giving Work Order reference on it, to the Office of the Engineer in Charge of respective Divisions, to be forwarded to Commandant, CISF which our Security Department along with request for issuance of Entry Passes.

The Contractor shall, if required by the Engineer-in-Charge, deliver to the Engineer-in-Charge a return in detail, in such form and at such intervals as the Engineer-in-Charge 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 Engineer-in-Charge may require.

a) Submission of Labour Reports by Every Fortnight:

The contractor shall submit, by the 4th and 19th of every month, to the Engineer-in-Charge a true statement showing, in respect of the second half of the preceding month and the first half of the current month respectively.

- i) The number of laborers employed by him on the work.
- ii) Their working hours.
- iii) The wages paid to them.
- iv) The accidents that occurred during the said fortnight showing the circumstances under which they happened and the extent of damage and injury caused by them, and
- v) The number of female workers who have been allowed Maternity Benefit,

according to clause 19 F and the amount paid to them, failing which, the Contractor shall be liable to pay to Government a sum not exceeding Rs. 200/- for each default or materially incorrect statement. The decision of the Engineer-in-Charge shall be final in deducting from any bill due to the contractor the amount levied as fine and be binding on the contractor.

- b) No labour below 14 Years: No labour below the age of 14 (fourteen) years shall be employed on the work.

50.0 Registers to be maintained at site

1. Site order Book:

A site order book is to be maintained by the contractor at the site. The work orders and instructions written in the site order book shall be deemed to have been legally issued to the contractor shall sign each entry in the site order book as a token of his having seen the same. The site order book shall be property of the Board and shall be handed over to the Engineer-in-charge of the work in good condition on the completion of the work or whenever required by the Engineer-in-charge or his authorized representative.

2. Hindrance Register:

Every type of hindrance arising during the execution of work should be invariably recorded in the hindrance register. The Hindrance Register is to be maintained by the Engineer in Charge at the site. The contractor shall sign each entry in the hindrance Register as a token of his having seen the same. The Hindrance Register shall be property of the Board.

51.0 No damage, hindrance or interference to the Port activities:

The contractor shall be required to execute the work in such a manner as not to cause any damage, hindrance or interference to the Port activities and the work going on in the area. The contractor shall have to make good the loss at his own cost and risk all damages caused by his workmen to Port property and no extra payment shall be made to him on that account.

52.0 Tools & Tackles:

All the tools, tackles, bricks, cement, ladders etc. for executing the work will have to be arranged by the contractor at his own cost. Arrangement for storing the materials, tools etc. will also have to be made by him. The employer shall not be responsible for any theft/loss of any materials, tools, etc. stored/brought by the contractor for execution of work within the Port area.

53.0 Hot work

In case of carrying out any hot work such as gas cutting and welding necessary regulations, prevailing at Deendayal Port Authority for such works shall be observed by the Tenderer and necessary fire watch permit and No Objection Certificate shall be obtained from the concerned authorities of the port and necessary charges at the scale of rate prevailing in the port at that time shall be paid by the contractor.

54.0 Indian Dock Safety Regulation (Not Applicable)

Necessary Indian Dock Safety Regulations for the safety purpose shall be adhered to by the contractor and he will be held responsible for any violation of the same.

55.0 Valid Electrical Contractor License and Electrical Supervisor Certificate:(- Not Applicable- as mentioned in Clause No. 12 of Section-III)

The contractor shall have valid electrical contractor's license for carrying out electrical work of nature involved in this tender obtained from the Commissioner of Electricity, Energy & Petrochemical Department, (Inspection wing), Block No.18, 6th floor, Sector No. II, Udyog Bhavan, Gandhinagar, Government of Gujarat without which the tender shall not be accepted. Contractor shall submit certificate and copy of the license in lieu of the same for consideration.

The contractor shall also have a valid Electrical Supervisor's certificate of competency, issued from the Commissioner of Electricity, Energy & **Petrochemical Department, (Inspection wing), Block No.18, 6th floor, Sector** No. II, Udyog Bhavan, Gandhinagar, Government of Gujarat or equivalent authority from the other states/central Govt.

56.0 Action where no Specifications are specified

The work shall be carried out in all respects in accordance with the instructions and requirements of the Engineer-in- Charge.

57.0 Undertaking by the Contractor:

Having understood all the terms and conditions of the tender document and having assessed the site conditions, we hereby confirm that the price offered by us is a firm price and includes all the taxes, (excluded GST), duties etc. and all incidental charges.

58.0 Labour License:

The contractor shall have to obtain necessary license from the Assistant Labour Commissioner (Central), Gopalpuri, Kachchh in case he has to engage 10 or more workers on any day during the execution of work.

59.0 Fraudulent documentation by bidders:

Submission of fraudulent documents shall be treated as major violation of the tender procedure and in such cases the Port shall resort to forfeiture of SD/BG of the bidder, apart from debarring/blacklisting the firm for the next 3 years.

60.0 The "Procedure for signing Integrity Pact" is as follow:

- i) The Employer / Authorized Person of Employer has signed the IP in the presence of a witness from their side, who has also affixed his/her signature thereof and then the same IP has been uploaded on n-procure portal;
- ii) The potential bidders shall download and print the IP Agreement signed by the Employer and their witness and affix his/her signature on the IP Agreement in the presence of a witness from his/her side, who shall also affix his / her signature thereof. Having completed the signing procedure, the Potential Bidder shall upload the duly filled and signed IP Agreement on n-procure portal.
- iii) The procedure mentioned above regarding signing of Integrity Pact Agreement by both the parties (Employer and Potential bidders) shall be completed online. However, in case of any technical glitch due to which if any potential bidder is unable to upload the IP Agreement, then he / she shall submit the Hard Copy of the duly filled, signed IP Agreement to the

Department concerned of DPA within a period of seven days and prior to opening of the Technical Bid, failing which Bid of potential Bidder shall be treated as disqualified.

Sd./-

**Signature & Seal
of Contractor**

**Chief Mechanical Engineer
Deendayal Port Authority**

SECTION-III

SPECIAL CONDITIONS OF CONTRACT

The following Special Conditions of Contract shall supplement and /or amend the General Conditions of Contract as mentioned against the clause. Wherever there is a conflict, the provisions herein shall prevail over those in the General Conditions.

1. The party shall give unequivocal acceptance of the LOA within 7 days of receipt of LoA issued by DPA.
2. Plant shall be capable to meet the desired quality of product bio-methanol referred in ASTM (Annexure-I) and IMPCA (Annexure-II) for bio-methanol grade specifications. The process plant shall be designed such as shall also qualify the requirements as Fuel for European countries as Bio-methanol category and a certificate shall be submitted by the contractor complying with multiple bio feeds including but not limited to **wooden chips, saw dust, Ground nut shells, Briquettes, Bamboo, Napier grass etc. Contractor has to give test and trials with at least four types of bio-mass feeds at site i.e. wooden chip, briquettes, groundnut shell, bamboo for minimum operation of 08 hrs. each with quality test report from NABL/Govt. approved laboratory for each type of output at the contractor's cost.**
3. CO₂ shall be separated and plant shall be fitted with CO₂ separation & capture unit to be utilized by other e-methanol synthesizers. Requirement of Compression and Storage system shall be in the scope of DPA.
4. Bio methanol plant shall be under Make in India concept.
5. **Insurance: (This clause is in supersession of clause no. 8 of Section-II)**
 - 5.1 The contractor shall provide in the joint names of the employer and the contractor, insurance cover from the start date to the end of guarantee period for the following events which are due to the contractor risk:
 - a. loss of or damage to the works, plan and materials.
 - b. loss of or damage to equipment.
 - c. loss of or damage of property (except the works, plant, materials and equipment) in connection with contract, and personal injury or death
 - 5.2 Policies and certificates for insurance shall be delivered by the contractor to the engineer in charge or his nominee before the commencement of work. All such insurances shall provide for compensation to be payable to the types and proportions of currencies required to be rectify the loss or damage incurred.
 - 5.3 Alterations to the terms of insurance shall not be made without the approval of the engineer in charge or his nominee,
 - 5.4 All the materials shall stand insured from the time of arrival at site till commencement

of erection against fire, pilferage, damage and against natural calamities for the value of 90% of each item.

- 5.5 During erection and till the work is completed and satisfactory taken over by the D.P.A after testing the materials shall stand covered by suitable erection insurance also for the value of 110% of the item. The charges for the insurance shall be borne by the Contractor.

6. Contract Prices:

- 6.1 The rate for the "Design, Supply, Installation, Testing & Commissioning of 05 TPD Green Bio-Methanol plant on EPC mode at DPA confirming to ASTM (Annexure-I) and IMPCA (Annexure-II) for bio-methanol grades with all applicable Certification" shall be quoted as per Schedule-B in the price bid document online and shall not be subject to any escalation for any reason whatsoever.
- 6.2 The rates quoted shall be inclusive of transportation, insurance and all statutory levies excluding GST and shall remain firm & final till satisfactory completion of entire work and taking over of the same by the Deendayal Port Authority as per terms and conditions of the contract.
- 6.3 The rate quoted shall not be variable due to amendment of tax laws or on account fresh taxes, levies, duties by the Central / State Govt. or any local authority etc. except GST.

7. Payment: The clause no. 7 of Section-II is superseded as under:

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

NOTE:

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

Bank Payment Agreement Form

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

Declaration by the party

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

Signature of the party with the seal

Declaration by the bank

It is hereby informed that the details mentioned by the party is correct as per our

records and any payment made by DPA to this account will be accepted either by RTGS/NEFT.

Signature of the bank manager with the seal.

7.2 No Advance payment will be made.

7.3 The rates quoted shall be inclusive of cost of materials, packing forwarding, insurances and transportation, except GST under Goods & Service Tax Act, 2017, up to the site. All payments shall be made in Indian rupees unless specifically mentioned. The payment shall be made through RTGS /NEFT; the successful bidder shall furnish all the details required by DPA.

7.4 Payment terms based on Schedule-B BOQ:

- a) For submission and approval of Engineering design, drawings and data of entire Bio-methanol plant to DPA, 5% of EPC tender value (Part-A) shall be released. This will be including but not limited to Civil design, drawing & documents etc.
- b) For supply of Major items, i.e. Gasifier, cleaning units, Methanol synthesizer in all respect, 65% of the individual item cost indicated in the BOQ by the contractor may be released, after delivery of material in good condition at site and duly verification & certified by TPIA of DPA for acceptance at site.
- c) After installation and success full test & trails, remaining of 20 % of the major items listed at “a)” above and maximum of 90% of the remaining items of EPC tender value may be released subject to verification and certification by TPIA of DPA.
- d) After defect liability period of 12 months, 10% of EPC tender value may be released after verification and certification by TPIA, subject to recovery of amount, if any.
- e) For Part B of Schedule–B Sr. No. 1, after supply of wooden chips at DPA site 100 % may be released subject to verification and certification by TPIA of DPA.
- f) For Part B of Schedule–B Sr. No. 2 & 3, during the Operation and maintenance service period, the contractor shall be entitled to receive payment of O & M on monthly basis. The payment shall be released on monthly basis through RTGS against submission of bills in triplicate during O & M contract, as per certification by the TPI. Income tax and surcharge and any statutory deduction thereon at applicable rates shall be made at source on satisfactory completion of each month on certification by the EIC on submission of bill, complete in all respects along with the various monthly operation and maintenance reports.

7.5 The work shall be carried out in accordance with the best standard of workmanship and to the entire satisfaction of DPA/TPIA. Retention money towards Performance security shall be removed as per tender condition.

7.6 The TPIA shall be appointed by the EPC Contractor for inspection purpose for whole project till completion as directed by EIC, both “Brought out Items” & “Site activities” on approval of DPA/ TPIA of DPA . The cost towards the TIPA of contractor shall be borne by the contractor.

7.7 Apart from inspection by TPIA provided by the EPC contractor, inspection may also be performed by Employer / consultant. In addition to above, DPA may appoint TPIA of DPA if necessary.

-
- 7.8 Payments to the contractor would be strictly on certification by the office and certification by TPIA of DPA.
 - 7.9 Payment will be released for the work after deduction of taxes after satisfactory completion of work. Any delay in this regard will not attract any interest payable by DPA.
 - 7.10 The contractor should submit the bill every month along with the details of payment to the engaged staffs (i.e. operators) viz., Name of the employee, Gross Salary, lawful Deductions, Net amount credited into bank, name of the Bank and date on which the amount was credited into the bank. The Service Provider must certify that the payment to the employees provided by him have to be credited to concerned individual bank account.
 - 7.11 The Engineer-in-charge will be entitled to deduct or adjust any sum of money payable by the Agency to the Board under the terms of any contract executed by him or on behalf from their security deposit or from any sum that may become due from the present contract.
 - 7.12 Payment shall be made on monthly basis through RTGS against submission of bills in triplicate during the contract. Income tax and surcharge and any statutory deduction thereon at applicable rates shall be made at source.
 - 7.13 The contractor shall note that no interest be payable by the Employer for any Delayed Payments unless otherwise stipulated in tender.
 - 7.14 If applicable, the payment from 2nd bill to pre-final bill, shall be released, subject to the condition that the documentary evidence (copy of paid Challan in Govt. Treasury) of the Welfare Cess @1% of work done or as amended by Statutory Authority from time to time, paid to concerned authority is submitted for the previous bill.

8. Contract Period:

- 8.1 The Contract shall be effective for the period of 10 Months for Part –A (DSITC period) from the receipt date of Work-Order by the contractor and 24 months for O&M period from the date of start of actual O&M.
- 8.2 Any notice to the agency shall be deemed to be sufficiently served, if given or left in writing or email at his usual or last known place of abode or business.
- 8.3 The service provider should confirm that there is no conflict of interest on the part of him in performing the work, and has to submit an 'Undertaking' regarding the same.
- 8.4 No compensation shall be payable to the contractor on account of delay in work caused by Deendayal Port Authority for whatsoever reason however, Deendayal Port Authority will consider extension of time, if the work is delayed on Deendayal Port Authority's account.
- 8.5 DPA also reserves the right to foreclose the contract with three months' notice period without payment of any compensation.

9. Rejection:

Substitution, changes or delays shall not be accepted unless confirmed by DPA. Rejected materials, if any, shall have to be collected from site within one weeks after receipt of intimation.

10. Port Obligation (Clause no. 30 of Section-II is replaced as under)

- 10.1 Electricity, water and land for installation and execution of the subjected work shall be provided free of cost by the employer, subject to availability. However, Contractor has to arrange for all other resources and materials for the successful execution of project for successful delivery to DPA with other requirements. The contractor shall arrange for transportation of staffs & materials if required from work site to repair site and vice versa.
- 10.2 Administrative support only, for obtaining clearance & certificates from any statutory authority, if any, shall be provided by the employer. Contractor shall obtain permissions and certifications required to install and operate the Bio-methanol plant at site of DPA. DPA may assist the Contractor in obtaining clearances, certification, gate passes from Government agencies on DPA's behalf up to the extent of issuing letter of request to the different agencies/authorities, any cost towards such Clearance, certifications etc. Is under the scope of contractor, no cost or claim shall be entertained by DPA in this regard.
- 10.3 The employer may provide Port quarters on request on payment of applicable tariff, water & electricity charges of the employer subject to availability, during the tenure of contract. Any nuisance, non-sober behavior, intoxication etc. in the port quarters shall be liable for cancellation of the same.
- 10.4 Facilitating for issue of port entry passes to the staff engaged by successful bidder and their vehicles during the period of contract.
- 10.5 On successful completion of all the obligations under the contract and on the request of the Contractor, the employer shall issue a Completion Certificate.
- 10.6 Construction leveled land with required civil structural works shall be provided by DPA, for which contractor shall provide clear detailed designs, drawings, documents and requirements well in advance to be constructed by DPA.
- 10.7 Electrical power for the entire period of construction and operation & maintenance shall be provided by DPA free of cost. However, the contractor shall make arrangements and install suitable electrical panels with switch & safety gears for the plant. DPA shall provide incoming power cable at site, and the contractor shall tap the power available from the source cable along with necessary required arrangement to utilize the power including the cost of man & materials required for it. Power source shall be made available by DPA within 100 mtrs from Bio-Methanol plant premises.
- 10.8 The contractor may be provided space inside or outside the port area for office space, site office, rest room, store & tools space, materials & equipments store and temporary shelters, if available, free of cost. Contractor has to arrange for shelters/containers as per their own requirements. The space shall be utilized only for the purpose of this project work only and shall be maintained by the contractor for usability, safety, maintenance, upkeep and hygiene of office space cum staff rest rooms etc. Any damage/alteration in shape & size of the land provided shall be made good by the contractor after completion of the project.
- 10.9 Portable water shall be provided by DPA, on request of the contractor if available, and storage with necessary arrangements shall be arranged by the contractor during the execution, Test & trials phase. For O&M period portable water with storage tank shall be provided by DPA of suitable capacity design of which shall be submitted by the

contractor in the design & drawing report.

11. Liquidated Damage/Penalty (Clause no. 11 of Section-II is replaced as under)

- 11.1 In case of delay in completion of the contract, liquidated damages (LD) may be levied at the rate of 1/2% of the contract value per week of delay or part thereof, subject to maximum of 10% of the contract price.
- 11.2 The employer, if satisfied that the works can be completed by the Agency within a reasonable time after the specified time for completion may allow further extension of time at its discretion with or without the levy of LD. In the event of extension of time at its discretion with LD the employer will be entitled without prejudice to any other right or remedy available in that behalf per cent (1/2%) of the contract value of the works for each week or part of the week subject to the ceiling of 10% of contract value.
- 11.3 The employer, if not satisfied that the works can be completed by the contract, and in the event of failure on the part of the Agency to complete work within further extension of time allowed as aforesaid shall be entitled without prejudice to any other right or remedy available in that behalf to rescind the contract.
- 11.4 The employer, if not satisfied with the progress of the contract and in the event of failure of the Agency to recoup the delays in the mutually agreed time frame, shall be entitled to terminate the contract.
- 11.5 In the event of such termination of the contract as described in clauses (11.3) or (11.4) or both, the employer shall be entitled to recover LD up to ten percent (10%) of the contract value and forfeit the security deposit made by the contract be sides getting the work completed by other means at the risk and cost of the agency.
- 11.6 In case part / portion of the work can be commissioned and port operates the portion for commercial purpose, the rate of LD will be restricted to the uncompleted value of work, the maximum LD being on the entire contract value.
- 11.7 After successful Commissioning and taken over by DPA, minimum of 90% availability of bio-methanol plant shall be ensured by the contractor, penalty of Rs. 7,000/- for each 1% in shortfall shall be recovered from the monthly bill of the contractor. E.e. for availability of 85% in any month shall attract penalty of $5 \times 7000 = 35,000/-$ in that month.
- 11.8 Shortfall in manpower during completer period of two years after successful commissioning shall attract penalty of Rs. 2000/- for each shift per person.

12. Deviations: (Kindly read with clause no. 44 of Section-II)

If the justifications submitted by the agency is not acceptable to the port, shall be withdrawn by the Agency, otherwise, the same shall be liable to the rejection of the bid.

- 13.** Work-Order shall be sent through Email/Fax/Post. All mode of dispatch shall be treated as valid for the purpose of date of receipt.

- 14.** Void.

15. Third Party Inspection: (Clause no. 46 of Section-II is replaced as under)

- i. The Third Party Inspection Agency (TPIA) shall be arranged by DPA and cost of Third Party Inspection mentioned below shall be borne by DPA.
- ii. TPIA will carry out approval of drawings for the work if any, and, inspection & certification for the work done.
- iii. The payment of the contractor shall be released after verification and certified by the TPIA and copy of the same shall be produced by Contractor for releasing the payment as per Payment Terms.
- iv. TPIA shall inspect and certify the materials, systems and works as per the scope and descriptions /specification mentioned for the work.
- v. The TPIA shall carry out inspection of work as per available tender specification/relevant standard. All tests shall be carried out in the presence of the TPIA and Engineer In-charge or representative and any corrections found necessary shall be carried out accordingly.

14 . Police verification of contract labour:(Clause no. 49 of Section-II is replaced as under)

The Contractor who has been awarded the EPC tender through Work Order shall furnish necessary Police Clearance Certificate in respect of character and antecedents of all contract labourers engaged by them, before commencing the work at site.

Contractor shall obtain such Police Clearance Certificate from Police available against a nominal fee per Certificate and they will submit this Certificate giving Work Order reference on it, to the Office of the Engineer in Charge of respective Divisions. Same to be forwarded to Commandant, CISF, i.e. Security Department along with request for issuance of Entry Passes.

The Contractor shall, if required by the Engineer-in-Charge, deliver to the Engineer- in-Charge a return in details, in such form and at such intervals as the Engineer-in- Charge 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 Engineer-in-Charge may require.

(a) Submission of Labour Reports by Every Fortnight:

The contractor shall submit, by the 4th and 19th of every month, to the Engineer-in- Charge a true statement showing, in respect of the second half of the preceding month and the first half of the current month respectively.

- i) The number of laborers employed by him on the work.
- ii) Their working hours.
- iii) The wages paid to them.
- iv) The accidents that occurred during the said fortnight showing the circumstances under which they happened and the extent of damage and injury caused by them, and
- v) The number of female workers who have been allowed Maternity Benefit, according to clause 19 F and the amount paid to them, failing which, the Contractor shall be liable to pay to Government a sum not exceeding Rs.

200/- for each default or materially incorrect statement. The decision of the Engineer-in-Charge shall be final in deducting from any bill due to the contractor the amount levied as fine and be binding on the contractor.

- (b) No labour below 14 Years: No labour below the age of 14 (fourteen) years shall be employed on the work.

- 15.** If applicable, the contractor shall be registered under the Building and Other Constructions Workers (Regulation of Employment and Conditions of Service) Act, 1996.

Sd./-

**Signature & Seal
of Contractor**

**Chief Mechanical Engineer
Deendayal Port Authority**

SECTION IV

FORMS OF BID

Part – I

To be submitted by Bidders with their Bids

Form No.	NAME OF FORMS/FORMAT
1	Form of application
2	Pre-qualification of bidders
3	Format for declaration
4	Letter of authority for submission of bid
5	Exceptions & Deviations
6	Integrity Pact Agreement
6A	Specimen EMD (Bank Guarantee Format)
6B	Tender Information Form
6C	Proforma Of Joint Venture/Consortium Agreement
6D	Proforma Of Power- Of-Attorney for Lead Member Of Jv/ Consortium
6E	Format For Details Of Consortium Members
6F	Format of Insurance Surety Bond for Earnest Money Deposit

Part – II

To be used by successful Bidder

Form No.	NAME OF FORMS/FORMAT
7	Letter of Acceptance
8	Specimen bank guarantee of Performance Guarantee/Security Deposit
9	Letter of authority from bank for all BGs
10	Bank Payment Agreement Form
11	Agreement form
12	Format of Extensions (Part – I)
13	Format of Extension (Part-II)
13A	FORMAT FOR INSURANCE SURETY BOND FOR PERFORMANCE GUARANTEE

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

The Chief Mechanical Engineer,
Room No. 316, 2nd Floor,
Annex A.O Building
Gandhidham – 370210
Kutch – Gujarat

We, the undersigned, declare that:

- (a) we have examined and have no reservations to the tender documents, including addenda and clarifications issued vide
- (b) we offer to execute the work in conformity with the tendering documents and in accordance with the delivery schedules specified in the schedule of requirements in accordance with the tender document bearing no CME/Mech.Division/1915
- (c) our tender shall be valid for the period of 120 days, from the date fixed for the tender submission deadline and it shall remain binding upon us and may be accepted at any time before the expiration of that period or any extended period.
- (d) If our tender is accepted, we commit to submit a performance guarantee for the due performance of the contract, as specified in specimen form for the purpose.
- (e) No Joint Venture
- (f) Our contractor, its affiliates or subsidiaries- including any subcontractors or contractors for any part of the contract – has not been declared ineligible by the port, under laws of India or official regulations.
- (g) We understand that this tender, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal contract agreement is prepared and executed.
- I. We understand that you are not bound to accept the lowest evaluated tender or any other tender or you can also split the work that you may receive.
- II. We also make a specific note clause of [ITB, NIT] under which the contract is governed.

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

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

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

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

Specimen format for Pre-qualification of bidders

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

1. Only for individual bidders

1.1 Constitution of legal status of Bidder (Attach copy)

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

2. Turnover of the Contractor

Description	Year	Turn over
(insert the year as per PQC) i.e. last three financial years ending 31st march of the previous year as certified by Chartered Accountant	2022-2023	
	2023-2024	
	2024-2025	

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

Attested Copy of Annual Turnover during last three year ending of the previous financial year.

3. Similar works

Particulars	Year	No. of Woks	Value
Total value of completed Similar work as defined in the tender document during last 7years.	2018-2019		
	2019-2020		
	2020-2021		
	2021-2022		
	2022-2023		
	2023-2024		
	2024-2025		

Attachments: Supporting documents, viz., Successful completion certificate from clients, other documentations to substantiate the similarity of work as per definition of "annual". Employer 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.

(1) Existing commitments and on-going works.

Description of work	Place & State	Contract No. & Date	Name & Address of Port or Dept.	Value of Contract in Rs.	Stipulated Period of Completion	Value of remaining to be completed	Anticipated date of completion
1	2	3	4	5	6	7	8

(2) Works for which bids already submitted.

Description of work	Place & State	Name & Address of Port or Dept.	Value of Contract in Rs.	Stipulated Period of Completion	Date when decision is expected	Remarks if any
1	2	3	4	5	6	7

Attach attested certificates.

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

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

6. 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)

<p style="text-align: right;">(Form-3)</p> <p style="text-align: center;">SPECIMEN FORMAT FOR DECLARATION (To be executed on bidder's Letter Head)</p>
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The Chief Mechanical Engineer,
Room No. 316, 2nd Floor,
Annex A.O Building
Gandhidham – 370210
Kutch – Gujarat

Ref: (Project title)

Sir,

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

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

Date: _____

Place: _____

Name of Applicant: _____

Represented by (Name & capacity): _____

SPECIMEN LETTER OF AUTHORITY FOR
SUBMISSION OF BID

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

To
The Chief Mechanical Engineer,
Room No. 316, 2nd Floor,
Annex A.O Building
Gandhidham – 370210
Kutch – Gujarat

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
{copy of board resolution attached (in case of company)} for tender no___for
the work of _____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:

(Form-5)

SPECIMEN FORMAT FOR EXCEPTIONS AND DEVIATIONS

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

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

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

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

Dated on_____day of_____(insert date of signing)

SPECIMEN LETTER OF INTEGRITY PACT

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

INTEGRITY PACT BETWEEN

DEENDAYAL PORT AUTHORITY (DPA) hereinafter referred to as "The Principal"

AND

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

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

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

Section 1 - Commitments of the Principal

- (1) The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:
 - (a) No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
 - (b) The Principal will, during the tender process treat all Bidder(s) with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential / additional information through which the Bidder(s) could obtain an advantage in

relation to the tender process or the contract execution.

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

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

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

any other intermediaries, in connection with the award of the contract.

- f. Bidder(s) / Contractor(s) who have signed the Integrity Pact shall not approach the Courts while representing the matter to IEMs and shall wait for their decision in the matter.
- (2) The Bidder(s) / Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

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

If the Bidder(s) / Contractor(s), before award or during execution has committed a transgression through a violation of Section-2 above, or in any other form, such as to put their reliability or credibility in question, the Principal is entitled to disqualify the Bidder (s)

/ Contractor(s), from the tender process, or take action as per the procedure mentioned in the "Guidelines on Banning of business dealings".

Section 4 - Compensation for Damages

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

Section 5 - Previous transgression

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

Section 6 - Equal treatment of all Bidders / Contractors

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

Section 7 - Criminal charges against violating Bidders / Contractors

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

Section 8 - External Independent Monitor

- (1) The Principal appoints competent and credible Independent External Monitor for this Pact after approval by Central Vigilance Commission. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
- (2) The Monitor is not subject to instructions by the representative of the parties and performs his / her functions neutrally and independently. The Monitor would have access to all Contact documents, whenever required. It will be obligatory for him / her to treat the information and documents of the Bidders / Contractors as confidential. He / she reports to the Chairperson of the Board of the Principal.
- (3) The Bidder(s) / Contractor(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Contractor. The Bidder / Contractor will also grant the Monitor, upon his / her request and demonstration of a valid interest, unrestricted and unconditional access to the project documentation. The Monitor is under contractual obligation, to treat the information and documents of the Bidder / Contractor with confidentiality.
- (4) The Monitor is under contractual obligation to treat the information and documents of the Bidder(s) / Contractor(s) with confidentiality. The Monitor has also signed declaration on "Non Disclosure of Confidential Information" and of "Absence of Conflict of Interest". In case of any conflict of interest arising at a later date, the IEM shall inform Chairman, DPA and recues himself / herself from that case

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

- 9.1 This Pact shall be operative from the date of signing of IP by both the parties till the final completion of contract of successful bidder and for all other bidders six months after the contract has been awarded. Issues like warranty, guarantee, etc. should be outside the purview of IEMs.
- 9.2 If any claim is made / lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact, as specified above unless it is discharged / determined by the Chairperson, DPA.

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

- (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)
 अधिकांश अधिकारी (प्रमुख)
 दीनदयाल पत्तन प्राधिकरण
 Superintending Engineer (Elect
 (Office Seal)
 Deendayal Port Authority

(For & on behalf of the Bidder/Contractor)

(Office Seal)

Signature & Witness:


 26/4/25

(Name & Address)

Himmat G. Malchanga
Room No 211 Newman bldg
New Isconella

Signature & Witness:

(Name & Address)

Ast. Executive Engineer (M)
 Place : Gandhidham
 Mech. Engg. Deptt.
 Date : Deendayal Port Authority

"Note: The bidder has to execute Integrity Pact agreement with Deendayal Part Authority (as per the agreement enclosed). Shri Amiya Kumar Mohapatra, IFoS (Retd.) and Dr. Gopal Dhawan, Ex-CMD, MECL, have been appointed by DPA as independent External Monitors and whose address are as under:

- | | |
|--|---|
| 1. Shri Amiya Kumar Mohapatra, IFoS (Retd.)
Qrs. No. 5/9, Unit-9, Bhoi Nagar,
Bhubaneswar -751 022
Mobile No. 9437002530
Email: amiyaifs@gmail.com | 2. Dr. Gopal Dhawan, Ex-CMD, MECL
House No. 120, Jal Shakti Vihar
(NHPC Society) P4, Builders Area
Greater Noida Gautam Budh Nagar
Uttar Pradesh -201 315
Mobile No. 8007771467
Email: gdhawangeologist@gmail.com |
|--|---|

(Form-6A)

Specimen EMD (Bank Guarantee Format)

[The Bank shall fill in this Bank Guarantee Form in association with the instructions indicated.

To be executed on Rs. 300/- non-Judicial Stamp
Paper]

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

Beneficiary's Bank details area as under

Account No. 10316591671

IFSC Code : SBIN0060239

Beneficiary: (Name and Address of Employer/Board) The Board of Deendayal Port
Authority

Date:

Tender Guarantee No.:

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

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

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

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

- (a) If the Tenderer is the successful Tenderer, upon our receipt of copies of the contract signed by the Tenderer and the performance guarantee issued to you upon the instruction of the Tenderer; or
 - (b) If the Tenderer is not the successful Tenderer, upon the earlier of
 - (i) Our receipt of a copy of your notification to the Tenderer of the name of the successful Tenderer; or
 - (ii) Twenty-eight days after the expiration of the Tenderer's tender or any extended period thereof.
- Consequently, any demand for payment under this guarantee must be received

by us at the office on or before that date.

[Signature(s)]

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

FORM-6B
TENDER INFORMATION FORM

[The Tenderer shall fill in this Form in accordance with the instructions indicated below. No alterations to its format shall be permitted and no substitutions shall be accepted.]

Date: [insert date (as day, month, and year) of Tender Submission] Tender No.: [insert number of Tendering process]
--

Page of pages

1.	Tenderer's Legal Name <i>[insert Tenderer's legal name]</i>
2.	In case of JV, legal name of each party: <i>[insert legal name of each party in JV]</i>
3.	Tenderer's actual or intended Country of Registration: <i>[insert actual or intended Country of Registration along with Registration Details]</i>
4.	Tenderer's Year of Registration: <i>[insert Tenderer's year of registration]</i>
5.	Tenderer's Legal Address in Country of Registration: <i>[insert Tenderer's legal address in country of registration]</i>
6.	Tenderer's Authorized Representative Information Name: <i>[insert Authorized Representative's name]</i> Address: <i>[insert Authorized Representative's Address]</i> Telephone/Fax numbers: <i>[insert Authorized Representative's telephone/fax numbers]</i> <u>Email Address: [insert Authorized Representative's email address]</u>
7.	Attached are copies of original documents of: <i>[check the box(es) of the attached original documents]</i> <input type="checkbox"/> Articles of Incorporation or Registration of firm named in 1, above, in accordance with ITT. <input type="checkbox"/> In case of JV, letter of intent to form JV or JV agreement, in accordance with ITT. <input type="checkbox"/> In case of government owned entity from India, documents establishing legal and financial autonomy and compliance with commercial law, in accordance with ITT. <input type="checkbox"/> <u>PAN NUMBER</u> <input type="checkbox"/> <u>GST Registration Number</u>

FORM-6C

PROFORMA OF JOINT VENTURE/CONSORTIUM AGREEMENT

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

This Joint Venture / Consortium Agreement is made and entered into on this..... day of2025 by and between (i) M/s. (Name of the firm to be filled-in).....,(ii) M/s.....(Name of the firm to be filled-in,), primarily for the work under the Deendayal Port AUTHORITY.

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

1. Formation of Joint Venture/Consortium

1.1.

(i)M/s..... (Name of the firm to be filled in) is engaged in.....

.....(Details of the works undertaken by the party)

(ii)M/s..... (Name of the firm to be filled in) is engaged i..... (Details of the works undertaken by the party)

(iii)

1.2. On behalf of Board of AUTHORITY of Deendayal Port (hereinafter referred to as —Employerll), the Chief Mechanical Engineer, DEENDAYAL Port AUTHORITY has invited bids from the experienced, resourceful and bonafide Developers with proven technical and financial capabilities of executing the work.....].

1.3. The parties have been exploring together the ways and means of collaboration for the purpose of an offer to be made for the said project of the Deendayal Port AUTHORITY and have mutually agreed to enter into a Joint Venture/Consortium Agreement to submit a common bid for the project and to carry out the project works in the event of award of the contract, in association with each other and (.....Name of Partner to be filled in.....) shall be the Lead Partner and (i) (.....Name of Partner to be filled in.....), (ii) (.....Name of Partner to be filled in.....), shall be the other partner(s).

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

1.4 The Joint Venture/Consortium will be known as..... (.....Name of JV to be filled in.....)and shall consist of (i) (.....Name of the firm to be filled in.....), (ii) (.....Name of the firm to be filled-in.....), , parties to the present agreement.

1.5. The recitals are true and correct and form an integral part of this agreement and are representations of the parties to which they relate

and have been relied upon by the parties to enter into the present agreement.

- 1.6. Notwithstanding the date of signature of this agreement, its effective date will be the date of submission of bid.
- 1.7. All costs incurred by the parties before the date of award of contract will be borne by the parties concerned. All costs in implementation of this Joint Venture/Consortium Agreement after award of contract till the expiry of this agreement will be borne by the parties as here in after provided.
- 1.8. The Joint Venture/Consortium will be dissolved and this agreement will cease to have effect on completion of this project, maintenance and fulfillment of all other conditions under the contract, upon receipt of payment of all amounts from the Employer and on settlement of accounts between the parties as hereinafter provided.
- 1.9. The contract, if awarded by the Employer, Letter of Acceptance shall be issued in the name of (....Name of JV/Consortium to be filled in) and the Contract shall be signed by legally authorized signatories of all the parties.
- 1.10. All the parties of the JV/Consortium shall be jointly and severally liable during the bidding process and the bid document shall be signed by legally authorized signatory of all the parties.
- 1.11. The financial contribution of each partner to the JV/Consortium operation shall be:

(i) M/s..... (Name of the partner to be filled-in) -

(ii) M/s..... (Name of the partner to be filled-in) -

(iii)

- 1.12. All the parties of the JV/Consortium shall be jointly and severally liable for the execution of the project in accordance with the Contract terms, in the event of award of contract. The delineation of duties, responsibilities and scope of work shall be:
 - a) The Lead Partner shall provide suitable experienced personnel at site, for general planning, site management and equipment operations, during entire period of contract execution.
 - b) (.....Name of Partner to be filled-in) shall carry out the following works
 - c) (.....Name of Partner to be filled-in.....) shall carry out the following works
 - d)
- 1.13. The parties hereto agreed that each of them shall duly and properly perform all the functions and all costs related to their respective works.
- 1.14. The parties hereto shall be at liberty to enter into liaison work/correspondence with statutory and local authorities as the circumstances warrant individually or collectively.
- 1.15. It is hereby agreed and undertaken that, all the parties are jointly and severally liable to the —Board of Port of Deendayal for the

- performance of the contract.
- 1.16. Notwithstanding demarcation or allotment of work between JV/Consortium partners, JV/Consortium each partner shall be liable for non-performance of the whole contract irrespective of their demarcation or share of work.
- 1.17. The Lead Partner shall be authorized to act on behalf of the JV/Consortium.
- 1.18. All the correspondences between the Employer and the JV /Consortium shall be routed through the Lead Partner.
- 1.19. The Lead Partner is authorized: (a) to submit bid, negotiate and conclude contract and incur all liabilities therewith on behalf of the partner(s) of the JV /Consortium during the bidding process; and (b) in the event of a successful bid, to incur liabilities and receive instructions for and on behalf of the partner(s) of the JV/Consortium and to carry out the entire execution of the contract including payment, exclusively through Lead Partner.
- 1.20. In the event of default of the Lead Partner, it shall be construed as default of the Developer/Contractor; and Employer shall be entitled to take action under relevant clause(s) of the Department Bid Document and/or Conditions of Contract.
- 1.21. All the parties of the JV/Consortium shall be jointly and severally liable for due performance, recourse/sanctions within the joint venture in the event of default of any partner and arrangements for providing the required indemnities.
- 1.22. The JV/ Consortium shall have a separate JV/Consortium Bank account (distinct from the Bank account of the individual partners) to which individual partners shall contribute their share capital / or working capital. The financial obligation of the consortium shall be discharged through the said JV/ Consortium Bank account only and also all payment received by consortium from the Deendayal Port AUTHORITY shall be through that account only.
- The parties hereto have mutually agreed to the terms and conditions set forth herein above and have assured each other to duly perform the reciprocal promises and obligations on either side for effective implementation of the JV/Consortium for proper and due completion of the works envisaged, in the event of award of contract to the JV/Consortium and have affixed their signature in this indenture on this theday of.....2025

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

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

Witness1

Witness2

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

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

By this Power-of-Attorney executed on this day of ...(month) of 2022, we, (i) (.....Name of legally authorized signatory of first partner to be filled in), (ii) (.....Name of legally authorized signatory of second partner to be filled in),hereby jointly authorize and agree the Lead Partner, M/s (.....Name of the lead partner to be filled in.....), (a) to submit bid , negotiate and conclude contract and incur all liabilities therewith on behalf of the partner(s) of the JV /Consortium during the bidding process: and (b) in the event of a successful bid, to incur liabilities and receive instructions for and on behalf of the partner(s) of the JV /Consortium and to carry out the entire execution of the contract including payment for the work of(insert name of the work)..... exclusively through Lead Partner.

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

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

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

FORMAT FOR DETAILS OF CONSORTIUM MEMBERS

1. Details of the Firm				
Firm's Name, Address and Telephone				
Name and Telephone No. of the Contact Person				
Fields of Expertise				
Nature of Experience (no. of years, expertise)				
2. Services that are proposed to be sub contracted:				
3. Person who will lead the Member* Name: Designation: Telephone No: Email:				
4. Details of Firm's previous experience				
Project and Location	Name, address and telephone no. of Client	Scope	Duration (Start Date-completion Date)	Status
1. 2. 3. 4. 5. 6.				

Format of Insurance Surety Bond for Earnest Money Deposit
(To be executed on Non-Judicial Stamp Paper of Appropriate value)

Insurance Surety Bond No.....

Date:.....

(Name of Contract)

To: (Name and address of Employer)

WHEREAS (name of Bidder) (hereinafter called "the Bidder") has submitted its Bid dated (date of bid) for the performance of the above named Contract (hereinafter called "the Bid")

KNOW ALL PERSONS by these present that We (name of Insurance Company) of.....KNOW ALL PERSONS by these present that We (name of Insurance Company) of..... (address of Insurance Company) (hereinafter called "the Surety"), are bound unto the Board of Deendayal Port Authority (hereinafter called "the Employer") for the sum of. (amount), for which payment well and truly to be made to the said Employer, the Surety binds itself, its successors and assigns by these presents.

THE CONDITIONS of this obligation are as follows:

1. If the Bidder (a) withdraws or modifies its Bid during the period of bid validity, or (b) adopts corrupt or collusive or coercive or fraudulent practices or defaults under Integrity Pact.
2. If the Bidder, having been notified of the acceptance of its Bid by the Employer during the period of bid validity.
 - (a) fails or refuses to sign the Contract Agreement when required, or
 - (b) fails or refuses to submit the performance security in accordance with the Tender Documents.

We undertake to pay to the Employer up to the above amount upon receipt of its first written demand, without the Employer having to substantiate its demand, provided that in its demand the Employer will mention that the amount claimed by it is due, owing to the occurrence of one or both of the two above-named CONDITIONS, and specifying the occurred condition or conditions.

The Surety declares that this Insurance Surety Bond is issued by the (name of Insurance Company) as per the applicable rules and regulations of Insurance Regulatory Development Authority of India (IRDAI).

This Insurance Surety Bond will remain in force up to and including (date 90 days after the period of bid validity), and any demand in respect thereof must reach the Surety not later than the above date.

For and on behalf of the Insurance Company in

the capacity of

Common Seal of the Insurance Company with complete address including Tel. Nos./e-Mail Id.

Staff Authority No. of the officer of the Insurance Company/Signatory

INSTRUCTIONS FOR EXECUTION OF INSURANCE SURETY BOND FOR EARNEST MONEY DEPOSIT

1. Insurance Surety Bond for Earnest Money Deposit should be executed on non-judicial Stamp papers of requisite value in accordance with the stamp Act if applicable to that particular state of Indian Union country of executing Insurance Company, where executed. In case the same is issued by an International Insurance Company (it should be registered under insurance Act 1938 or as amended from time to time and approved by the Insurance Regulatory Development Authority of India (IRDAI)) the law prevalent in the country of execution shall prevail for the purpose of Stamp Duty on the Insurance Surety Bond. However, in such a case, the Insurance Surety Bond for Earnest Money Deposit shall be got confirmed by the Bidder through any Indian Scheduled/Nationalized Insurance Company.
2. The executing officers of the Insurance Surety Bond for Earnest Money/Bid Security shall clearly indicate in (block letters) his name, designation, Power of Attorney No./Signing Power No. as well as telephone/ fax numbers with full correspondence address of the issuing Guarantee etc.
3. Each page of the Insurance Surety Bond for Earnest Money Deposit shall be duly signed/initialled by the executing officers and the last page shall be signed in full, indicating the particulars as aforesaid (sub-para 2) under the seal of the Insurance Company
4. Stamp paper shall be purchased in the name of Insurance Company counting the Insurance

Surety Bond, after the date 'Notice Inviting Tender', not more than six months prior to execution/issuance of the Insurance Surety Bond. The name of the purchaser should appear at the back side of stamp paper in the Vendors Sing. The issuing insurance Company shall be requested independently for verification/confirmation of the Insurance Surety Bond issued, non-confirmation of which may lead to rejection of 'Insurance Surety Bond'.

5. Irrevocable, valid and fully enforceable Insurance Surety Bond in favour of the Employer (Name of Employer) issued by any Insurance Company registered under insurance Ac amended from time to time and approved by the insurance Regulatory Development Authority of India (IRDA) in Indian currency (INR) only is acceptable to the Employer.
6. Insurance Surety and for Bid security in original shall be submitted along with the Bid. However, the issuing Insurance Company shall submit an unstamped duplicate copy of Insurance Surety Bond directly by registered post (A.D.) to the Employer (authority inviting tenders) with forwarding letter.

LETTER OF ACCEPTANCE

(On letter head paper of the port)

Date: _____

To: _____

(Name & address of
contractor)

Dear Sir,

Sub: Tender No.

Title of Tender

Ref: Your Bid Dated

And (list of correspondence with the Bidders)

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

You are hereby requested to furnish performance guarantee, in the form detailed in
Tender Document for an amount of Rs. _____ within (21) days of the receipt of this letter
of acceptance and valid up to 21 days from the date of completion of contractual
obligations, subject to removal of Defects, i.e. up to _____ and also sign the
contract agreement within (14) 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.

The Engineer-In-Charge for the work shall be Shri _____.

Please acknowledge receipt.

Yours faithfully,

Authorized signature
Name and title of signatory

Chief Mechanical Engineer
Deendayal Port Authority

Form-8

SPECIMEN BANK GUARANTEE TOWARDS PERFORMANCE
GUARANTEE/SECURITY DEPOSIT

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

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

In consideration of the Board of Deendayal Port Authority of the Port of DEENDAYAL PORT AUTHORITY incorporated by the Major Port Authorities Act, 2021 (hereinafter called "The Board" which expression shall unless excluded by or repugnant to the context or meaning thereof be deemed to include the Board of Deendayal Port Authority of the Port of [DEENDAYAL PORT AUTHORITY], its successors and assigns) having agreed to exempt

_____ (hereinafter called the "contractor") (Name of the contractor/s) from the demand under the terms and condition of the contract, vide _____ (Name of the Department)'s letter No. _____ Date _____ made between the contractors and the Board for execution of _____ covered under Tender No. _____ dated _____ (hereinafter called "the said contract") for the payment of Security Deposit in cash or Lodgment of Government Promissory Loan Notes for the due fulfillment by the said contractors of the terms and condition of the said contract, on production of a bank Guarantee for Rs. _____ (Rupees _____) only we, the (Name of the Bank and Address) _____ hereinafter referred to as "the Bank") at the request of the contractors do hereby undertake to pay to the Board an amount not exceeding Rs. _____ (Rupees _____) only against any loss or damage caused to or suffered by the Board by reason of any breach by the contractors of any of the terms and conditions of the said contract.

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

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

such payment.

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

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

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

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

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

9. Notwithstanding anything contained herein:

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

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

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

_____ (date of expiry of Guarantee)."

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

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

(iii) Bank Account No. of Beneficiary is

10316591671. Date _____ day of

_____ 20 _____

For, (Name of Bank)
(Name)
Signature

AUTHORITY FROM BANK FOR ALL BGs

(To be executed on Bank's Letter Head)

The Superintending Engineer (M)
Room No. 312, 2nd Floor,
Annex A.O Building
Gandhidham – 370210
Kutch – Gujarat.

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

Dear Sir,

We confirm having issued the above mentioned guarantee favoring yourselves, issued on account of M/s. _____ validity for expiry up to date _____ and claim expiry date up to _____ We also confirm 1)

_____ 2) _____ is/are empowered to sign such Bank Guarantee on behalf of the Bank and his/their signatures is/are binding on the Bank.

Name of signature of Bank Office

Bank Payment Agreement Form

1. Name of the Party : _____
2. Account No. : _____
3. Branch Name : _____
4. Branch Station : _____
5. IPSC Code of the Bank : _____
6. MICR Code : _____
7. Accepted for : NEFT Payment OR RTGS Payment

➤ **Declaration by the Party: (Given on the Letter Head of the Company)**

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

Signature of the Party Seal of the Company

➤ **Declaration by the Bank: (Given on the Letter Head of the Bank)**

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

Signature of the Bank Manager

DEENDAYALPORTAUTHORITY
FORM OF AGREEMENT (FOR EXECUTION OF WORK)

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

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

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

WHEREAS the Board is desirous to carrying out the work of _____ and

whereas the Contractor has offered to execute and complete such work.

WHEREAS the Contractor has deposited a sum of Rs._____(Rupees _____only) as security deposit in the form of **Online Digital Transfer or FDR or DD or in form of Bank Guarantee** for the duefulfilment of all the conditions of the contract.

NOW THIS AGREEMENT WITHINNESS AS FOLLOWS:

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

with the tender i.e. 'Cover-I'
ix) Bank Guarantee for security deposit.

1. The Contractor hereby covenants with the Board to complete the work of _____ in conformity in all respects, with the provisions of the contract.
2. The Board hereby covenants to pay the Contractor in consideration of such completion of the works, the contact _____ price of Rs. _____ (Rupees _____ only) at the time and in the manner prescribed of the contract.

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

Witness

1. Name & Address _____ Signature
of Contractor Seal

2. Name & Address _____ Seal

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

1. _____

2. _____

(Chief Mechanical Engineer)
Deendayal Port Authority

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

(Secretary)
Deendayal Port Authority

Deendayal Port Authority**Form of application by the Contractor for seeking extension of time**Part – 1

1. Name of Contractor
2. Name of work as given in the agreement
3. Agreement No.
4. Estimated amount put to tender
5. Date of commencement of work as per agreement
6. Period allowed for completion of work as per agreement
7. Date of completion stipulated in agreement
8. Period for which extension of time has been given previously:
 - (a) 1st extension vide EE's No. Dated Month Days
 - (b) 2nd extension vide EE's No. Dated Month Days
 - (c) 3rd extension vide EE's No. Dated Month Days
 - (d) 4th extension vide EE's No. Dated Month DaysTotal extension
previously given.
9. Reasons for which extensions have been previously given (Copies of the previous application should be attached)
10. Period for which extension is applied for
11. Hindrance on account of which extension is applied for with dates on which hindrances occurred and the period for which these are likely to last.
 - (a) Serial No.
 - (b) Nature of hindrance
 - (c) Date of Occurrence
 - (d) Period for which it is likely to last
 - (e) Period for which extension required for this particular hindrance
 - (f) Overlapping period if any, with reference to item.....
 - (g) Net extension applied for
 - (h) Remarks, if any.
- Total period on account of hindrance mentioned above..... Month.. Days
12. Extension of time required for extra work
13. Details of extra work and amount involved:
 - (a) Total value of extra work
 - (b) Proportionate period of extension of time based on estimated amount put to tender on account of extra work.
14. Total extension of time required for 11 & 12Submitted to the Sub-Divisional Officer.....

Signature of Contractor
Date:

DEENDAYAL PORT AUTHORITY APPLICATION FOR EXTENSION OF TIMEPART II

(To be filled in by the Sub-Divisional Office)

1. Date of receipt of application from.....Contractor for the work of..... in the Sub-Divisional Office.
2. Acknowledgement issued by S.D.O. vide his Nodated
3. Remarks of S.D.O.
(on the reasons given by the contractor are correct and what extension, if any, is recommended by him. If he does not recommend the extension, reasons for rejections should be given.)

Signature of Divisional Officer
Dated:

(To be filled in by the Executive Engineer)

1. Date of receipt in the Divisional Office.
 2. Executive Engineers remarks regarding hindrances mentioned by the Contractor.
- (1) Serial No.
 - (2) Nature of hindrance
 - (3) Date of occurrence
 - (4) Period for which hindrance is likely to last
 - (5) Extension of time applied for by the contractor
 - (6) Overlapping period, if any, giving reference to items which overlap.
 - (7) Net period for which extension is recommended
 - (8) Remarks as to why the hindrance occurred and justification for extension recommended.
3. Executive Engineer's recommendations:
(The present progress of the work should be stated and whether the work is likely to be completed by the date up to which extension has been applied for. If extension of time is not recommended, what compensation is proposed to be levied under clause 2 of the agreement).

Signature of Executive Engineer
Date:

Dy. HOD/SE's recommendations

Signature of Superintending Engineer
Date:

HOD's
recommendations/approval.

Signature of Chief Mechanical
Engineer Date:

FORMAT FOR INSURANCE SURETY BOND FOR PERFORMANCE GUARANTEE

(To be execute on Non-Judicial Stamp paper of appropriate value)

(Insurance Surety Bond No)

(Name of the Contract)

To:

The Board of Authorities of
the Port of Kandla, Deendayal Port Authority A.O. Building,
P.O. Box No. 50,
Gandhidham – Kutch.

Dear Sirs,

Date.....

In consideration of the Board of Deendayal Port Authority of the Port of DEENDAYAL PORT AUTHORITY (hereinafter called “ The Board” which expression shall unless excluded by or repugnant to the context or meaning thereof be deemed to include the Board of Deendayal Port Authority of the Port of [DEENDAYAL PORT AUTHORITY], its successors and assigns) having awarded to M/s [Contractor’s Name] with its Registered/Head Office at (hereinafter referred to as the ‘Contractor’, which expression shall unless repugnant to the context or meaning thereof, include its successors administrators, executors and assigns), a Contract by issue of Employer’s Letter of Acceptance No. dated..... and the same having been acknowledged by the Contractor, for [Contract sum in figures and words] for [Name of the work] and the Contractor having agreed to provide a Contract Performance Guarantee for the faithful performance of the entire Contract equivalent to(*)of the said value of the aforesaid work under the Contract to the Employer.

We[Name & Address of the Insurance Company] ..’..... having its Head Office at (hereinafter referred to as the ‘Surety’, which expression shall, unless repugnant to the context of meaning thereof, include its successors, administrators, executors and assigns) do hereby guarantee and undertake to pay the Employer, on demand any and all monies payable by the Contractor to the extent of (*) as aforesaid at any time upto (@) [days/month/year] without any demur, reservation, contest, recourse or protest and/or without any reference to the Contractor. Any such demand made by the Employer on the Insurance Company shall be conclusive and binding notwithstanding any difference between the Employer and the Contractor or any dispute pending before any Court, Tribunal, Arbitrator or any other authority. The Surety undertakes not to revoke this guarantee during its currency without previous consent of the Employer and further agrees that the guarantees herein contained shall continue to be enforceable till the Employer discharges this guarantee or till [days/month/year] whichever is earlier.

The Employer shall have the fullest liberty, without affecting in any way the liability of the Insurance company under this guarantee, from time to time to extend the time for performance of the Contract by the Contractor. The Employer shall have the fullest liberty, without affecting this guarantee, to postpone from time to time the exercise of any powers vested in them or of any right which they might have against the Contractor, and to exercise the same at any time in any manner, and either to enforce or to forbear to enforce any covenants, contained or implied, in the Contract between the Employer and the Contractor or any other course or remedy or security available to the Employer. The Insurance company shall not be released of its obligations under these presents by any exercise by the Employer of its liberty with reference to the matters aforesaid or any of them or by reason of any other act or forbearance or other acts of omission or commission on the part of the Employer or any other indulgence shown by the Employer or by any other matter or thing whatsoever which under law would, but for this provision have the effect of relieving the Insurance Company.

The Surety declares that this Insurance Surety Bond is issued by the (name of Insurance Company) as per applicable rules and regulations of insurance regulatory development authority of India (IRDAI), and also agrees that the Employer at its option shall be entitled to enforce this Guarantee against the Insurance Company as a principal debtor, in the first instance without proceeding against the Contractor and notwithstanding any security or other guarantee the Employer may have in relation to the Contractor's liabilities.

- i) Our liability under this Insurance Surety Bond shall not exceed(*).....
- ii) This Insurance Surety Bond shall be valid up to(+).
- iii) We are liable to pay the guaranteed amount or any part thereof under this Insurance Surety Bond only and only if Employer serve upon Insurance Company a written claim or demand on or before@.....

Dated thisday of 20..... at.....

WITNESS
of the Insurance

Signed for and on behalf
Company

1. (Signature)
..... (Name)

..... (Signature)
..... (Name)

Notes:

1. (*) This sum shall be Five percent (5%) of the accepted tender value for minimum validity period of 03 years before signing the agreement denominated in the types and proportions of currencies.

(@) This date will be ninety (90) days, claim period of three months, same shall be extended or renewed for same period, before 03 months of expiry of the previous Performance Guarantee.
(+) This date will be the date of issue of defect liability Certificate.
2. Insurance Surety Bond should be executed on appropriate stamp paper of requisite value, such stamp paper should be purchased in the name of Issuing Insurance Company, not more than six (6) months prior to execution / issuance of Insurance Surety Bond. The name of the purchaser should appear at the back side of stamp paper in the Vendors Stamp. Insurance Surety Bond should contain rubber stamp of the authorized signatory of the Insurance Company indicating the name, designation and signature/ power of attorney number as well as telephone numbers / e-Mail Id with full correspondence address of the Insurance Company. In case the same is issued by an International Insurance Company (it should be registered under Insurance Act 1938 or as amended from time to time and approved by the Insurance Regulatory Development Authority of India (IRDAI)), the law prevalent in the country of execution shall prevail for the purpose of Stamp Duty on the Insurance Surety Bond.
However, in such a case, the Insurance Surety Bond shall be got confirmed through any Indian Scheduled/Nationalized Insurance Company.
3. Insurance Surety Bond is required to be submitted directly to the Employer by the issuing Insurance Company (on behalf of Contractor) under registered post (A.D.). The Contractor can submit an advance copy of Insurance Surety Bond to the Engineer.
4. The issuing Insurance Company shall write the name of Insurance Company's controlling branch/ Head Office along with contact details like telephone no., e-Mail Id and full correspondence address in order to get the confirmation of Insurance Surety Bond from that branch/ Head office, if so required.

SECTION-V

SCOPE OF WORK OF THE CONTRACT

1. The contract involves work for "*Design, Supply, Installation, Testing & Commissioning of 05 TPD Green Bio-Methanol plant on EPC mode at DPA, confirming to ASTM (Annexure-I) and IMPCA (Annexure-II) for bio-methanol grades with all applicable Certification*". *Green Bio-Methanol plant* shall be capable to meet the desired fuel quality of ASTM AA grade as per Annexure-I specification and IMPCA specifications as per Annexure-II. The product bio methanol shall also qualify as fuel for European category and plant shall qualify and certified as Bio Methanol process plant with multiple bio feed including but not limited to wooden chips, saw dust, Ground nut shells, Briquettes, Bamboo, Napier grass etc.
2. The scope of work for this EPC contract is indicative only and not limited, further the contractor has to ensure the completeness of the entire bio methanol plant in all respect to the satisfaction of the employer by following all the amendments, codes & standards, acts & rules, certifications, safety requirements with installations, continuous monitoring system along with sensors & gauges, controls, integration, SCADA system, auto temperature controllers, automatic valves, etc.
3. Successful commissioning of the entire project along with quality of Bio Methanol confirming to the ASTM (Annexure-I) and IMPCA (Annexure-II) bio-methanol grade specifications with all required certifications. All the equipments/units/components including electrical installations of bio-methanol plant shall be in the scope of the EPC contractor including but not limited to all the materials, consumables, tools & tackles, transportations, equipments, insurances (personals, materials and execution) etc. required for the successful execution and completion of the subjected project work.
4. All the Electrical & instrumentation works including but not limited to wiring & cabling, safe light fittings including wiring & switch gears, Electrical panels along with switch gears & safety gears required for the plant during trials, operation and maintenance purposes, integration of all the equipments, control and automation systems, etc. for successful installations & commissioning of the Bio-Methanol Plant to the satisfaction of employer in compliance with the all the relevant standards and norms including statutory norms.
5. The contractors are advised to inspect & survey the site for assessment and clear understanding for the requirements, DPA will not entertain any claims in the regard. EPC contractor shall design the Plant/Equipment/Services consideration the Climatic conditions prevailing at Kandla Port site.
6. Operation and Maintenance of complete system for a period of 02 (two) years, after successful commissioning of all the facilities. Wherein, first year shall be for operation with defect liability period of one year and second year shall be complete O&M. For normal day minimum three persons shall be available in day shift for minimum of 08 hrs. at site.
7. Manpower Deployment during O&M Period:
 - a) During the Idel & non-operational period: Requirement of minimum three manpower in each shift i.e. one Operator, one Technician and one Helper, is minimum requirements and any additional manpower/ workshop assistance shall be in the scope of contractor to upkeep and watch & ward of the complete plant.

- b) During the operation of Plant: Requirement of minimum ten manpower in each shift, including but not limited to plant operators, process operators, maintenance employees, supervisor, technicians etc., is minimum requirements and any additional manpower/ workshop assistance shall be in the scope of contractor to keep the bio-methanol plant for smooth & safe operation. For the entire period of two years, in any month bio-methanol plant shall be operational minimum for 90%.
 - c) Contractor shall also install biometric attendance with Face recognized automatic attendance system for daily attendance of contractor's employees with record sharing with DPA on monthly basis with history record for minimum six months at site.
8. Codes and Standards:- to be followed for syngas to methanol plant
 - i. IS 5572 (2009): Classification of hazardous areas (other than mines) having flammable gases and vapours for electrical installation [ETD 22: Electrical Apparatus for Explosive Atmosphere]
 - ii. IS 5571 (2009): Guide for Selection and installation of Electrical Equipment for Hazardous Areas (other than mines) [ETD 22: Electrical Apparatus for Explosive Atmosphere]
 - iii. IS 13408-1 (1992): Code of Practice for the Selection, Installation and Maintenance of Electrical Apparatus for Use in Potentially Explosive Atmospheres (Other Than Mining Applications or Explosives Processing and Manufacture), Part 1: General Recommendations [ETD 22: Electrical Apparatus for Explosive Atmosphere]
 - iv. IS/IEC 60079-1 (2007): Explosive Atmospheres, Part 1: Equipment Protection by Flameproof Enclosures 'd' [ETD 22: Electrical Apparatus for Explosive Atmosphere]
 - v. IS 4503 (1967): Shell and Tube Type Heat Exchangers [MED 17: Chemical Engineering Plants and Related Equipment]
 - vi. IS 875 and IS 1893 structural design in India. IS 875 deals with design loads for buildings and structures, excluding earthquake loads, while IS 1893 specifically covers earthquake-resistant design.
 - vii. Mild steel IS2062 Material should not be used for pressure vessels and ASME SA516 Gr 70 should be used suitably.
 - viii. Due to possibility of Hydrogen embrittlement, the methanol reactor, associated piping and heat exchanger should in SS316L for process wetted parts.
 - ix. Process Piping ASME B31.3
 - x. Pipe Threads, General Purpose (Inch) ASME B1.20.1
 - xi. Pipe Flanges and Flanged Fittings NPS 1/2"-24" ASME B16.5
 - xii. Factory-Made Wrought Steel Butt welding Fittings ASME B16.9
 - xiii. Forged Steel Fittings, Socket Welding and Treaded ASME B16.11
 - xiv. Butt Welding Ends ASME B16.25
 - xv. Square and Hex Nuts (Inch Series) ASME B18.2.2
 - xvi. Welded and seamless Wrought Steel Pipe ASME B36.10
 - xvii. Stainless Steel Pipe ASME B36.19
 - xviii. Wrought Stainless Steel Butt Welding Fittings MSS-SP-43
 - xix. Boiler and Pressure Vessel Code ASME-VIII /IBR
 - xx. Boiler and Pressure Vessel Code ASME-IX /IBR
 - xxi. All instrument tubing in SS316.
 - xxii. NACE standard to be followed for selection of material of construction for amine system.
9. DSITC of Bio-Methanol plant on EPC mode shall be including but not limited to:
 - a. Storage with pre-heating unit, preparation unit, mixer cum super heater, piping system, electrical fittings with wirings, instruments, safety accessories, successful

installation and integration with plant requirement or any items to prepare suitable biomass for gasification and maximum methanol generation with required quality & certification as per tender. Bio-mass handling, moisture drying system, front loading system / pay loaders (to transport bio-mass), all transfer conveyors (with VFD), auto feeding with control system, design of bio-mass Storage space with storage facilities for minimum of 10 days. Dryers & handling units shall be safe to handle biomass.

- b. Biomass Gasifier with all the required mountings, accessories, instruments & gauges, safety devices & accessories, suitable & safe piping material with fittings, and all such items required for successful operation of gasifier to meet the requirement of methanol reactor. Including but not limited to air feed device, auto control biomass feed unit, auto temperature controller unit, ash/after product treatment and disposal arrangement, packaging and making ready in stack for after product green charcoal generated from gasifier etc. Bio mass Gasifier with primary gas cleanup, ash & bio char handling system along with packaging unit, oxygen generation unit to feed the gasifier, Gas flare system etc.
- c. Syngas scrubber units for treatment and cleaning to make it suitable for next stage of compression/Methanol reactor. Including but not limited to absorber, stripper, Flush drum, solvent pumps, make up solvent pump, solvent tanks, piping with fittings & accessories, instruments & gauges, testing probes, safety probes and accessories, CO₂ capture arrangement with compressor to fill in the storage cylinders/tanks for use in e-methanol plant, etc.
- d. Primary gas cleanup for removal of first stage impurities, e.g. S, Cl, N₂ based impurities etc. All the gases generated shall be fitted with measuring instruments for continuous gas analyzers for record taking control measure. All syngas wetter parts shall be confirming to SA240 Gr 316L/ SA 312TP 316L/ SA182F316L as applicable for individual parts, Any water/ steam side shall be of suitable grade SA 516 Gr 70.
- e. Secondary stage gas conditioning required to meet the requirements of Methanol synthesizer. Removal of CO₂ from syngas by capturing CO₂ and arrangement for utilizing this gas for other purposes including e-methanol generation. CO₂ compression and storage shall be out of the contractor scope but provisions and space arranged shall be planned. All syngas wetter parts shall be confirming to SA240 Gr 316L/ SA 312TP 316L/ SA182F316L as applicable for individual parts, Any water/ steam side shall be of suitable grade SA 516 Gr 70.
- f. CO₂ Capturing: CO₂ shall be captured and cleaned up for suitable use in e-methanol system. CO₂ capture system shall be designed & supply such that, minimum of 85 % CO₂ of produced syngas, shall be captured. All the wetted surface of CO₂ capturing system should be of suitable material e.g. SS 304 (SA 240/SA312/SA182F etc.). All the structured internal materials e.g. packing, support, distributor, re-distributor etc. shall be complying of SS316/316L
- g. Safe and suitable syngas Compressor including but not limited to suitable and safe piping units with probes and control valves, electrical fittings & wiring, integration with gasifier and reactor, instruments & gauges, safety devices & equipments, heat exchanger, safe handling of syngas etc. to make syngas suitable for next stage of Methanol Reactor. Compressors shall be designed with minimum of 50% turndown capacity. If the prime mover of compressor is Electric Motor, same shall be suitable

for hazardous zone 2, IIC, T3, flame proof type as per IS-2148, Motor with F class insulation with temperature limiting to class B. All the wetted surfaces shall be designed with SS 304/304L.

- h. Suitable Methanol reactor/generator with suitable catalyst, condenser, separators, piping of suitable material along with all the required fittings & accessories, instruments and gauges, safety devices & accessories, recycle syngas compressor along with piping & valves. LPBT and HPBT before and after recycle compressor along with piping, fittings, instruments. All syngas wetter parts shall be confirming to SA240 Gr 316L/ SA 312TP 316L/ SA182F316L as applicable for individual parts, Any water/ steam side shall be of suitable grade SA 516 Gr 70. The applicable code for material & process shall be confirming to ASME Sec VIII Div 1, Sec II, Sec V, Sec-IX, B16.5/16.47, B31.3, NACE MR 0103, NACE TM0284, NACE TM0177, ASTM 262, WRC107&297 (latest Edition), ASME-B31.3, as applicable. All gaskets shall be spiral wound SS316L with SS inner and outer ring.
- i. Methanol purification and distillation plant to meet the Quality of ASTM and purity of AA-grade and Green Methanol. Online gas analyzer, COS/H2S analyzer along with header, piping, fittings, instruments, Safety accessories etc. Purification of crude Bio Methanol from Synthesizer to meet the required quality and certification for compliance with required grade of bio-methanol as per tender requirement. All condenser wetted with methanol – water should be designed with minimum SA249 GR TP 304, column should be insulated with required thickness and aluminum cladding, all internal materials shall be SS 316L.
- j. Capacity of product methanol storage tank shall be for minimum of 50 KL capacity in a single storage. All the safety norma and certification shall be complied by the contractor along with PESO or other statutory requirements.
- k. Complete automated and certified safe plant by Govt. approved/recognized certification agencies, complete integration of plant for successful production of Bio-Methanol as per ASTM grade with purity more than 99.9% and plant with certification confirming to EU green Bio-Methanol.
- l. Control Panels, required safe lighting, electrical earthing & protection devices, SCADA, audio visual alarms, different types of required detectors, Computers, printer, UPS, CCTV surveillance system, PLC bases control system etc.
- m. Integration of all the Bio-gasifier unit from a centralized control room. All the equipments and devices shall be operated and monitored from the single control room. Only the firefighting system, signals, siren, hooter & controls shall be made available from safe location to fight the fire in case of emergency as per normal & requirement.

10. **LIABILITY OF THE CONTRACTOR (including but not limited to):**

- 10.1 Contractor shall arrange for all the consumables, Tools & tackles, equipments, materials, testing & certification for requirement of plant & its allied accessories/equipments, lodging and fooding for their officials & employees, temporary site office/containers/shelters at site, instruments, safety requirements, legal & statuary requirements, these are only indicative and not limited.
- 10.2 It to be noted that, the information, size, specifications, dimension mentioned in this

tender document are indicative only. As a turnkey project, the successful bidder shall work out detailed drawing during detailed engineering stage meeting the functional requirements and relevant applicable standards. Being EPC contract, it is the contractor's sole responsibility to complete the entire project and successful testing & commissioning with wooden chip, briquettes, groundnut shell, bamboo minimum for 08 hrs. each with quality test report from NABL/Govt. approved laboratory for each type of output to the satisfaction of the employer complying with the quality of Bio-Methanol and Certification of EU green bio-Methanol compliance with all the equipments & materials.

- 10.3 Any additional items/components that are not specifically mention in this tender document but are required to make the system/plant complete in all respect for safe operation and guarantee performance shall be under the scope of the contractor at no extra cost.
- 10.4 Contractor has to submit the certificates for verification of the quality of material/equipments used and shall offer for inspection of TPI appointed by DPA before dispatch, fabrication, installation & commissioning. FAT for Gasifier shall be demonstrated in presence of TPI of DPA and Methanol Reactor SAT shall be carried out in witness of TPI of DPA.
- 10.5 Work shall be carried out with best workmanship and best industrial practices considering the safety, innovative best efficient utilization of natural resources, quality certifications etc. Minimum one year of guarantee shall be provide by the contractor for the entire plant. Any defect during this period shall be rectified by the contractor at their own cost within reasonable time period as decided by DPA on facts, including cost of materials, manpower and other resources required.
- 10.6 Methanol storage, valves & controls with pipeline system shall be safe with leak detection with automated continuous detection and alarm monitoring system.
- 10.7 Contractor has to follow all the Govt. rules and regulations. For violation of any rules & regulations contractor shall be alone responsible, DPA shall not be any part of it under any circumstances. Contractor has to bear all the expenditure towards any kind of breach of national & international acts & rules.
- 10.8 Suitable size & capacity of battery and UPS shall be installed by the contractor for uninterrupted supply of power to the sufficient lighting, control and safety system of the plant for minimum period of 04 hrs.
- 10.9 Contractor shall design the power system & shall be fitted with suitable switch gears and electrical panels so as to cater fluctuations from supply system for safe & efficient operation of Plant.
- 10.10 All the certification including mill certificates and required approvals from Authorised agencies shall be arranged by the contractor at their own cost. DPA shall provide NOC/supporting letters, if required in this regard.
- 10.11 In case of any damage arising out of negligence, ignorance, malafide intention of the Contractor, same shall be made good at the cost of contractor including the cost of material/spares within a reasonable period of time acceptable to DPA, failing which the cost of the damages assessed by DPA shall be deducted from the bill of the Contractor.
- 10.12 Complete Bio-Methanol plant shall be equipped with complete Fire Fighting solution within battery limit including but not limited to portable Firefighting items, Fixed Firefighting arrangements along with pipelines, hydrants, valves, HAZOP analysis report with requirements, safety barriers & barricades, electrical isolation, heat insulation and

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- safe disposal of wastes. Contractor shall also obtain required certification in this regard from all the local & statutory bodies to operate the plant.
- 10.13 Sufficient numbers of Lifting lugs shall be provided in the equipment wherever necessary for maintenance/erection.
- 10.14 All drawings /documents, designs, calculations etc. supplied by the Tenderer under the contract shall remain the property of DPA who shall have the right to use them for future projects or procurement without any additional cost reference to Tenderer.
- 10.15 Tenderer shall keep the site reasonably clean during execution of jobs from all unnecessary obstruction, store or remove any surplus material clear away any wreckage, rubbish or temporary works from the site and remove any Tenderer's equipment no longer required for execution of the contract. After completion of the work the Tenderer will hand over clear site devoid of all debris, unused material etc. to the satisfaction of DPA.
- 10.16 In case DPA's any equipment/ facilities (other than those which are under Tenderer's scope) are damaged during execution of work, the same shall be repaired/ restored to earlier condition by the Tenderer at no extra cost to DPA.
- 10.17 Within thirty (30) days of the award of work or prior to the kick-off meeting, whichever is earlier, the Tenderer shall provide DPA with the detailed Bar chart diagram as mentioned above and after work has started, issue updated statements on the progress and/ or completion of the listed activities on a weekly basis. The Tenderer shall also deliver on a monthly basis to the DPA an updated Bar chart diagram showing changes in project status as of the end of the previous month. This diagram shall be delivered on or before the 5th of each month.
- 10.18 The bidder shall provide additional effort wherever the scheduling shown on the Bar chart diagram indicates a possible delay in the completion date. Such additional effort may require an increased deployment of equipment and/ or personnel working in 3 shifts. All extra costs including cost towards proper lighting for working in 3 shifts incurred by the Tenderer in order to prevent a possible delay in the completion date will be to the Tenderer's account.
- 10.19 Contractor shall submit a detailed plan and execution methodology for Installation of Entire Green Bio Methanol Plant. After award of work order, contractor shall submit a detailed project execution details e.g. Design basis report with methodology, all the engineering drawings, technical data sheets along with required civil works including structures, foundation details and total electrical power requirement with DBR report.
- 10.20 Contractor has to arrange for their own use Portable Bio Toilets at site at their cost.
- 10.21 Contractor has to take precaution of pollution, fire and safety during complete EPC contract period including installation and Operation and Maintenance.
- 10.22 The Contractor has to arrange suitable transport facility as when required at his own cost in a timely manner. It should be available for all purposes including transportations of materials as well as manpower as required for successful execution of the contract.
- 10.23 The Contractor shall supply complete three sets of all the documents and approved drawings including but not limited to, Operation-Maintenance-Parts-Trouble shooting manuals, duly approved Electrical and Control wiring diagrams, Pneumatic and Hydraulic drawings, Programs and software for equipments installed e.g. PLC software and programs, duly approved drawings and designs, as built drawing after completion of project.

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- 10.24 The Contractor shall be liable for all acts of omission and or commission of the staff deployed by the Contractor and also for all liabilities pertaining to their salaries, allowances, clothing, lodging & fooding, proper safety gears, victuals, medical facilities, insurance coverage as per applicable labour laws or any other requirements pertaining to their staff at the risk & cost of the Contractor only, DPA will not entertain any other expenses or liabilities in this regard.
- 10.25 The Contractor shall report daily repair progress for repair, maintenance, survey etc.
- 10.26 The contractor shall maintain and keep the plant in good condition at all the times during the execution of work, the contractor shall not suspend and / or abandon the work for any reason whatsoever.
- 10.27 During Test and Trials, if any abnormality, defect, faults are noticed, the same shall be communicated to the representative/Supervisor of the contractor and immediate remedial action shall be initiated by the contractor to rectify the faults with intimation to EIC. The contractor shall place a suitable mechanism for rectification of problems so that delay completion can be avoided. The representative/Supervisor of the Contractor associated with maintenance shall plan & co-ordinate all the maintenance activities including pre-operational checks. Also, necessary interaction for Operation & Maintenance requirements should be done in close coordination with EIC.
- 10.28 All the tools and tackles required to fulfill the obligation of the contract, will have to be arranged by the contractor at his own cost for executing the work. Arrangement for storing the materials, tools etc. will also have to be arranged by the contractor. The EMPLOYER shall not be responsible for any theft/loss of any materials, tools, etc. stored/brought by the contractor for execution of work within or outside the Port area.

11 EXECUTION OF WORK AS EPC TENDER:

- 11.1 The brief scope of EPC are Pre-Engineering Survey, Detailed design/ engineering, Procurement, Manufacturing & Delivery, Fabrication and supply, site grading and levelling, Construction (Civil and Structural), Transportation, Erection / Installation, Piping, Hook-ups to the systems, Painting, Instrumentation, Electrical works, Testing, Pre-commissioning and Commissioning after successful completion of Performance Guarantee Test Run (PGTR) of the total System on Lump sum Turn Key Basis (LSTK) including supply of mandatory spares. After successful PG test, Bidder shall operate & maintain the system for 2 Years before handing over to DPA.
- 11.2 It is not the intent to completely specify all the details of design and construction, nevertheless the unit shall conform in all respects to high standards of design, engineering and workmanship. Any piece of unit or equipment not specifically mentioned in this specification, but required to make the unit complete, safe, operable and consistent with good engineering practices and applicable standards like Marine certifying and approving authority as bunker fuel, test certificates from NABL or as approved agencies, IMO standards, EU certification for green bio-methanol category, IACS certification if required, PESO, NFPA, state approving authorities, etc. shall be provided by the contractor at no extra cost and shall be deemed to have specified.
- 11.3 Contractor shall carry out detail engineering, procurement & Construction of proposed work. The Contractor shall carry out any other engineering, procurement, construction etc., over and above of that mentioned in the guidelines, required to complete the project with no extra cost to the Company.

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- 11.4 Detail Design/ Engineering shall include preparation of Piping drawing, General arrangement, Plan & Elevation drawing etc. Detailed Engineering phase shall include submission of HSE plan and Quality assurance plan, both specific to this project, procurement support, fabrication drawings, construction drawings for foundation, steel frame, construction drawings for electrical equipment, instrumentation and piping, vents/drains, Hook ups, Loops, vendor data etc.
- 11.5 Provide required statutory approvals for individual equipment /instrument. Ensure that all equipment's / instruments have statutory approvals as required by concerned authority for installation in Hazardous area.
- 11.6 Submission of list of BOM (Bill of materials) in soft and hard form against all materials & equipment's installed at the Port along with quantities, manufacturer details, technical specifications etc.
- 11.7 Preparation of drawings, documents, defining major equipment, giving the layout of equipment with sections and elevations, wherever necessary for equipment engineering as per the statutory guidelines followed in port industry. Provide specifications / standards for all equipment and machinery to be procured as part of turnkey supply considering system and statutory requirements. Preparation of detailed technical specifications including data sheets, tender drawings, basic layout, GAD, estimated quantities of execution for various contracts including civil, structural, equipment, piping, P&ID, PFD, electrical, instrumentation as required for the process and statutory guidelines.
12. TRAINING SCHEME:
- 12.1 The Tenderer shall prepare and submit a scheme of training covering all the systems of Bio Green Methanol Plant. The program shall be prepared by the tenderer shall be reflective and appreciative of the long term interest in the sustained operation of the systems, equipment provided.
- 12.2 All the work shall be executed in strict conformity to the provision of the CONTRACT and instructions as may be given from time to time by EIC or his representative. The CONTRACTOR shall be responsible for ensuring that the safe working practices are being followed for the works throughout the contract period and to the entire satisfaction of EIC or his representative.
- 13. DEFECTS IN WORK DONE:**
- If at any time, EIC or his authorized representative observed that any work done by CONTRACTOR is defective or not in accordance with CONTRACT, or that the WORK or portion thereof are defective or do not fulfill the requirement of CONTRACT, as soon as reasonably applicable, gives to the CONTRACTOR notice of the said decision, specifying particulars of the defects alleged to exist or to have occurred. The CONTRACTOR shall at his own expense and with all speed make good the defects. If the CONTRACTOR fails to make good such defects with reasonable speed, DPA shall arrange to carry out repairs to such defects/damages by itself / through another party at risk & cost of contractor, and the expenses so incurred by DPA shall be recovered from the CONTRACTOR.

**Signature & Seal
of Contractor**

Sd./-

**Chief Mechanical Engineer
Deendayal Port Authority**

SECTION-VI**Schedule – B**

Sub:- “Design, Supply, Installation, Testing & Commissioning Of 05 TPD Green Bio-Methanol Plant on EPC Mode at DPA with Operation And Maintenance for two years”.

Sr. No.	Item Description	Unit	Qty.	Unit Rate (Rs.)	Amount (Rs.)
1	2	3	4	5	6
PART-A: EPC Mode Plant System (Indicative)					
1	Engineering, Procurement and Construction (“EPC”) for work of “Design, Supply, Installation, Testing & Commissioning of 05 TPD Green Bio-Methanol plant on EPC mode at DPA confirming to ASTM (Annexure-I) and IMPCA (Annexure-II) for bio-methanol grades with all applicable Certification” & Scope of Contract etc., complete in all respect as per tender conditions.	LUMPSUM TURNKEY (LSTK)	1		
Total (Part-A)=					
PART-B: Operation and Maintenance					
1	Supply for minimum seven days (wooden chips) considering minimum of 8 hrs. daily operation after completion of all test & trial while handing over to DPA with all requirements.	Lumpsum	1		
2	Operation for twelve months (12 months) of Complete Bio-Methanol Plant within one year of defect guarantee period. This will be including but not limited to all the consumables, spares parts etc.	Monthly	12		
	Operation and Maintenance for twelve months (12 months) of Complete Bio-Methanol Plant. This will be including but not limited to all the consumables, spares parts etc.	Monthly	12		
Total (Part-B)=					
Total (Part-A + Part-B) amount in Figure (Rs.) _____					
GST: _____ % extra.					

Note: -

- The rates to be quoted taking into consideration “Design, Supply, Installation, Testing & Commissioning Of 05 TPD Green Bio-Methanol Plant on EPC Mode at DPA with Operation And Maintenance for two years” and shall be inclusive of all equipments, transportation, labour, materials, consumable, tools & tackles, etc. charges, taxes, Cess, Duty etc. except GST.
- Contractor has to visit the site for complete understanding of the scope of work and actual quantification of the proposed job and quantum of the work.

**Signature & Seal
Of Contractor**

**Sd./-
Chief Mechanical Engineer
Deendayal Port Authority**

Section VII

Specifications and Drawings

ASTM (AA Grade) Specifications (Annexure-I)

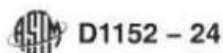


TABLE 1 Required Specifications of Methanol

Property	Specification	ASTM International Standard ^A
Methanol on a dry basis, min. weight %	99.85	IMPCA 001
Acetone, max. mg/kg	30	IMPCA 001
Ethanol, max. mg/kg	50	IMPCA 001
Water, max. weight %	0.100	D6304 or E203 or E1064
Acidity as Acetic Acid, max. mg/kg	30	D1613
Carbonizables, max. Pt-Co	30	E346
Potassium permanganate time test at 15 °C, min, minutes	60	D1363
Water miscibility	Pass test	D1722
Appearance	Bright and clear	E2660
Color, max. Pt-Co	5	D5386 or D8005
Specific Gravity 20 °C/20 °C	0.7910 to 0.7930	D4052

^A If more than one method is listed, the producer and user should agree on the referee method.

TABLE 2 Optional Specifications of Methanol

Property	Specification	ASTM International Standard ^A
Aromatics, max. mg/kg	1.0	IMPCA 001
Total chlorine, max. mg/kg	0.5	D7359 or D7536
Iron in solution, max. mg/kg	0.1	E394 or E1615
Total nitrogen, max. mg/kg	1.0	D4629 or D7184
Sulfur, max. mg/kg	0.5	D7183 or D7359
Distillation range at 760 mm Hg. max. °C	1.0	D1078
Nonvolatile matter, max. mg/1000 mL	10	D1353

^A If more than one method is listed, the producer and user should agree on the referee method.

Note: This is reference from ASTM 2024 updated version, same shall be applicable as per latest specifications published at the time of design.

IMPCA Grade Methanol (Annexure-II)

IMPCA REFERENCE SPECIFICATIONS

TEST	UNIT	METHOD	LIMITS
1 Appearance		IMPCA 003	Clear and free from suspended matter
2 Purity on dry basis	% W/W	IMPCA 001	Min 99.85
3 Acetone	mg/kg	IMPCA 001	Max 30
4 Ethanol	mg/kg	IMPCA 001	Max 50
5 Colour	Pt-Co	ASTM D 1209 ASTM D 5386	Max 5
6 Water	% W/W	ASTM E 1064	Max 0.100
7 Distillation Range at 760 mm Hg	°C	ASTM D 1078	Max 1.0
8 Specific Gravity 20°C/20°C		ASTM D 4052	0.7910-0.7930
9 Potassium Permanganate Time test at 15°C	minutes	ASTM D 1363	Min 60
10 Chloride as Cl- Note 3, page 3	mg/kg	IMPCA 002	Max 0.5
11 Sulfur Note 1, page 3	mg/kg	ASTM D 3961 ASTM D 5453	Max 0.5
12 Water miscibility		ASTM D 1722	Pass test
13 Carbonizables	Pt-Co	ASTM E 346	Max 30
14 Acidity as Acetic Acid	mg/kg	ASTM D 1613	Max 30
15 Iron in solution	mg/kg	ASTM E 394	Max 0.10
16 Non Volatile Matter	mg/1000ml	ASTM D 1353	Max 8
17 TMA Note 2, page 3		optional (see notes for recommended methods)	
18 Aromatics Note 2, page 3		optional (see notes for recommended methods)	

Note: This is reference from IMPCA 2021 updated version, same shall be applicable as per latest specifications published at the time of design.

**Signature & Seal
Of Contractor**

**Sd./-
Chief Mechanical Engineer
Deendayal Port Authority**

SECTION VIII

EVIDENCE TOWARDS SITE VISIT

I, Shri _____ authorized representative of M/s. _____
_____ (authorization letter issued by the firm with my specimen
signature and passport size photo and Aadhaar card are enclosed) have
visited the site on _____ with DPA representative Shri _____
(Designation) _____ for the work of 'Design, Supply, Installation, Testing
& Commissioning Of 05 TPD Green Bio-Methanol Plant on EPC Mode at DPA with
Operation And Maintenance for two years" and inspected the site and other issues
related to tender to my satisfaction.

Seal, Name and Signature of the bidder	Name, designation and signature of DPA representative who assisted bidder during site visit.	Seal, name and signature of AE (M)

SECTION IX (Applicable for MSE's)
FORMAT OF BID SECURITY DECLARATION FROM BIDDERS
(On Bidders Letter

head) Bid Security

Declaration Form

Date: _____

Tender No. _____

To
(insert complete name and address of the Employer/Purchaser)

I/We, the undersigned, declare that:

I/We understand that, according to your conditions, bids must be supported by a Bid Securing Declaration.

I/We accept that I/We may be disqualified from bidding for any contract with you for a period of three year from the date of notification if I am /We are in a breach of any obligation under the bid conditions, because I/We

- a) have withdrawn/modified/amended, impairs or derogates from the tender, my/our Bid during the period of bid validity specified in the form of Bid; or
- b) having been notified of the acceptance of our Bid by the purchaser during the period of bid validity
(i) fail or reuse to execute the contract, if required, or (ii) fail or refuse to furnish the Performance Security, in accordance with the Instructions to Bidders.

I/We understand this Bid Securing Declaration shall cease to be valid if I am/we are not the successful Bidder, upon the earlier of (i) the receipt of your notification of the name of the successful Bidder; or (ii) thirty days after the expiration of the validity of my/our Bid.

**Signed: (insert signature of person whose name and capacity are shown)
in the capacity of (insert legal capacity of person signing the Bid Securing Declaration)**

Name: (insert complete name of person signing the Bid Securing Declaration)

Duly authorized to sign the bid for an on behalf of (insert complete name of Bidder) Dated on _____ day of .(insert date of signing)

Corporate Seal (where appropriate)