

# **DEENDAYAL PORT AUTHORITY**



## **TENDER DOCUMENTS FOR** **DEVELOPMENT OF CAR CARRIER FACILITY AT** **CARGO BERTH NO. 01 AT KANDLA**

**OFFICE OF THE EXECUTIVE ENGINEER (H)**  
**DEENDAYAL PORT AUTHORITY**  
**PO. BOX NO. 50, A.O. BUILDING,**  
**GANDHIDHAM (KACHCHH) GUJARAT.**

**Mobile – 9638144900**  
**E-mail: [kphdivision@gmail.com](mailto:kphdivision@gmail.com)**

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**DEENDAYAL PORT AUTHORITY**

**COMPETITIVE BIDDING**

**AGREEMENT NO: - \_\_\_\_\_**

**BID No.Hd-13/26**

**Name of work: "Development of car carrier facility at cargo berth no.01 at Kandla."**

**PERIOD OF DOWNLOADING OF BID DOCUMENTS**

FROM : DATE

TO : DATE 20/07/2026 Time 16:00 HRS.

Pre Bid Meeting : Date 25/06/2026 Time 16:00 Hrs.

Place of Pre bid meeting : Chamber of Chief Engineer, DPA  
A.O. Building, Gandhidham

LAST DATE AND TIME FOR RECEIPT OF BIDS : Date 20/07/2026 Time 16:00 HRS

TIME AND DATE OF OPENING OF BIDS : TIME 20/07/2026 upto 16:05 HRS.

PLACE OF OPENING OF BIDS : HARBOUR DIVISION Deendayal  
Port Authority Nirman Bhavan,  
1<sup>st</sup> Floor New Kandla – 370 210  
Kutch District Gujarat State INDIA

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**OFFICER INVITING BIDS : EXECUTIVE ENGINEER (H)**  
**DEENDAYAL PORT AUTHORITY**

**DEENDAYAL PORT AUTHORITY**

**NOTICE INVITING TENDER**

**Tender No. HD-13/26**

**NAME OF WORK: Development of car carrier facility at Cargo Berth No.01 at Kandla**

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

| Work Description   | Tender Fee (In Rs.)   | Estimated cost (In Rs.)               | EMD (In Rs.)   | Last Date and time of online Submission of bid documents | Date and time of online opening |
|--|---|---------------------------------------|--|--|---------------------------------|
| Development of car carrier facility at Cargo Berth No.01 at Kandla | 5900/- (INCLUDING GST @ 18 %) to be paid in digital mode of payment. Details are mentioned below: -<br><b>Account No. : VDDPTNCFCEHAR B26</b><br><b>IFSC Code : IBKL0000412</b><br><b>IDBI Bank, Gandhidham Branch</b><br><b>UPI ID- VAS. VDDPTNCFCEHAR BR26@idbi</b> | Rs. 73,01,54,711.00/- (Excluding GST) | Rs. 1,46,03,094.00/- in the form of Digital Mode/ Insurance Surety Bond / Bank Guarantee issued in favor of "Board of Deendayal Port Authority" by any nationalized/scheduled bank except co-operative bank having its branch at Gandhidham as per format in the tender documents.<br><b>Account No. : VDDPEMDCEHAR BR26</b><br><b>IFSC Code : IBKL0000412</b><br><b>IDBI Bank, Gandhidham Branch</b><br>UPI ID - VAS.VDDPEMDCEHARBR26@idbi. | 20/07/2026 Up to 16:00 hours on                          | 20/07/2026 @16:05 Hrs.          |

Detailed tender notice along with complete tender documents can be downloaded from website <https://tender.nprocure.com> from \_\_\_\_\_ @ 16:00 Hrs. Tender Notice is also available on [www.deendayalport.gov.in](http://www.deendayalport.gov.in). Technical Bid will be opened on 20/07/2026\_ @ 16:05 Hrs. Date of opening of price bid shall be notified after scrutiny & evaluation of Technical Bid. For further details and general enquiries prospective bidders may contact - EXECUTVE ENGINEER (H), (Email:kphdivision@gmail.com), Room no 101, 1<sup>ST</sup> Floor, NIRMAN Building, KANDLA, Kutch District, Gujarat State, INDIA, Mob: +91 9638144900 during working hours before the last date and time of downloading of tender documents.

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

**DEENDAYAL PORT AUTHORITY,  
NOTICE INVITING ONLINE TENDER**

Details about E/Online tender:

|  |   |
|--|---|
| <b>Department Name</b>                         | Civil Engineering Department  |
| <b>Circle/ Division</b>                        | HARBOUR DIVISION  |
| Tender Notice No.                              | 13/26   |
| Name of Work                                   | <b>Development of car carrier facility at cargo berth no.01 at Kandla</b>   |
| Estimated Contract Value (INR)                 | <b>Rs. 73,01,54,711.00/- (Excluding GST)</b>  |
| Period of Completion (in Months)               | <b>18 Months including Monsoon</b>  |
| Bidding Type                                   | Open  |
| Bid Call (Nos.)                                | One   |
| Tender Currency Type                           | Single  |
| Tender Currency Settings                       | Indian Rupee (INR)  |
| Minimum Pre-Qualifying / Eligibility Criteria: | <p>1. Average annual financial turnover during the last three years, ending 31st March of the previous year, should be at least <b>Rs. 21.90 Crores.</b></p> <p>Average annual Turnover based on CA certificate duly stamp, signed with UDIN/Membership number is to be submitted failing which bid will be stand non- responsive.</p> <p>2. Experience of having successfully completed or substantially completed similar work 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>Three similar completed works, each work costing not less than <b>Rs. 29.21 Crores (excluding GST).</b></p> <p style="text-align: center;">Or</p> <p>Two similar completed works, each work costing not less than <b>Rs. 36.51 Crores (excluding GST).</b></p> <p style="text-align: center;">Or</p> <p>One similar completed work, costing not less than <b>Rs. 58.41 Crores (excluding GST).</b></p> <p><b>“Similar Works”</b> means Construction of RoRo/RoPax terminals including fabrication and installation of steel pontoon and steel linkspan including Third Party Certification from IRS/ABS/DNV.</p> <p>The Subcontract experience shall be considered for pre-qualification only if same is carried out in Govt./Semi Govt./Public Limited companies subject to submission of subcontract permission issued by the respective authorities prior to the execution of the work. It is mandatory to upload sub-contract permission letters prior to execution of work online while submitting the bid. Further, if subcontract permission is not authenticated, the respective party shall be considered as non-responsive. The decision taken by DPA shall be final.</p> <p>It is mandatory to upload the sub-contract permission letter obtained from the respective authorities. Also, the completion Certificate / Form 3A authenticated by concern respective authority shall be uploaded along-with TDS certificate deducted from that particular work issued by the competent authority shall be submitted along-with bid submission.</p> |

If the Bidder has completed works in a private organization as stipulated in the Minimum Qualification Criteria (work experience), the following documents must be enclosed with the BID for consideration:

- TDS Certificates: The Bidder must provide TDS certificates issued by the competent authority with respect to the work experience submitted.
- CA Certificate: The Bidder must submit certificate issued by Chartered Accountant (CA) stating that the amount shown in the TDS certificate has been received with respect to the work experience submitted by the Bidder. This document must be certified by the CA with stamp, signature and UDIN number, failing which the bid will stand non- responsive.

### 3. Joint Venture

- I. In case of JV, to qualify experience in similar works, merging of work order value executed by two or more of its members of 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 of completed works by member of JV shall be merged to evaluate the experience.
- II. Lead partner should have executed at least one similar work costing Rs. **29.21 Crores** (40% of estimated cost) (excl. GST) as per Minimum Eligibility Criteria.
- III. The works reckoned for the above purpose are those executed by the tenderer as prime contractor or proportionately as member of joint venture or as a sub-contractor, authorized and approved by the Employer of the work(s) against which the tenderer has claimed his experience.
- IV. In case of Bid submitted by JV/Consortium, the lead partner of the JV shall meet the minimum Eligibility criteria of Financial Turnover.
- V. Bid Security required shall be furnished by lead member of JV.
- VI. **In case of a JV, the BG towards performance security shall be provided by all partners in proportion to their participation in the project.**

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

$$\text{Available bid capacity} = A \times M \times N - B,$$

where A = Maximum value of engineering (Civil/ Electrical/ Mechanical as relevant to work being procured) works executed in any one year during the last five years (updated at the current price level), taking into account the completed as well as works in progress.

M = Multiplier Factor (usually 1.5)

N = Number of years prescribed for completion of the work in question.

|                                     |  |
|-------------------------------------|--|
|                                     | <p>B = Value (updated at the current price level) of the existing commitments and ongoing works to be completed in the next 'N' years.</p> <p>The Bidder shall furnish statements showing the value of existing commitments and ongoing works as well as the stipulated period of completion remaining for each of the works preferably countersigned by the Nodal Office or his nominee-in- charge.</p> <p><b>5. Integrity Pact Agreement (Annexure I)</b></p> <p>I. 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.</p> <p>II. 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 dully 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.</p> <p>III. In case of Partnership firm, IP agreement needs to be signed by all the partners of partnership firm/authorized partner of the Partnership firm. Copy of partnership deed &amp; authorization letter may be submitted. In case of Private Limited Company, IP agreement needs to be supported with copies of 'Power of Attorney and Board resolution' shall be submitted at technical bid stage. If the Bidder is a Joint Venture or a consortium, Integrity pact agreement must be signed by all joint venture members or consortium members.</p> <p>IV. In case of JV firm, IP agreement is to be filled and submitted in the name of the JV firm only otherwise the bid will not be considered for further evaluation.</p> |
| Joint Venture                       | APPLICABLE   |
| Rebate                              | Applicable (Unconditional rebate submitted online before due date of submission of bid)  |
| Bid Document Fee :                  | Rs. 5900/- (Including 18% GST) Digital mode of Payment at <b>Account No. : VDDPTNFCEHARB26 IFSC Code : IBKL0000412 IDBI Bank, Gandhidham Branch UPI ID-VAS. VDDPTNFCEHARBR26@idbi</b>  |
| Bid Security/ EMD (INR):            | <b>Rs. 1,46,03,094.00/-</b> in the form of Digital mode/ Insurance Surety Bond / Bank Guarantee issued in favor of "Board of Deendayal Port Authority" by any Nationalized/scheduled (except co- operative) bank having branch at Gandhidham as per format provided in the tender documents.<br><b>Account No. : VDDPEMDCEHARBR26 IFSC Code : IBKL0000412 IDBI Bank, Gandhidham Branch UPI ID – VAS.VDDPEMDCEHARBR26@idbi.</b>   |
| Bid Document Downloading Start Date | _____ @ 16.00 hours  |
| Bid Document                        | 20/07/2026 @ 16.00 hours   |

|   |   |
|---|---|
| Downloading End Date                        |   |
| Date & Place of Pre Bid Meeting             | 25/06/2026 @ 16.00 hours (Office of the Chief Engineer, DPA, Room No.____, AO Building, Gandhi ham Kutch.   |
| Last Date & Time for Receipt of Online Bids | 20/07/2026_@16.00 hours   |
| Bid Validity Period                         | 120 Days  |
| Condition                                   | <p>1. Tender Fees by digital mode of payment in <b>Account No. : VDDPTNFCEHARB26 IFSC Code : IBKL0000412 IDBI Bank, Gandhidham Branch UPI ID-VAS. VDDPTNFCEHARBR26@idbi</b><br/>The proof for transfer of funds to be submitted in technical bid stage.</p> <p>2. The bid shall be accompanied by Payment through Digital mode/Insurance Surety Bond/ Bank Guarantee, issued in favor of "Board of Deendayal Port Authority" by any Nationalized/scheduled (except co-operative) bank having branch at Gandhidham as per format provided in the tender documents towards Bid Security (EMD).<br/><b>Account No. : VDDPEMDCEHARBR26 IFSC Code : IBKL0000412 IDBI Bank, Gandhidham Branch UPI ID – VAS.VDDPEMDCEHARBR26@idbi.</b></p> <p>3. The bid/Tender not accompanied with Tender fee, EMD and integrity pact agreement in technical Bid shall not be considered responsive and price bid will not be opened.</p> <p>4. The bid/tender shall also be accompanied by Integrity Pact Agreement <b>(Annexure I)</b>.</p> <p>I. 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.</p> <p>II. 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 dully 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.</p> <p>III. In case of Partnership firm, IP agreement needs to be signed by all the partners of partnership firm/authorized partner of the Partnership firm. Copy of partnership deed &amp; authorization letter may be submitted. In case of Private Limited Company, IP agreement needs to be supported with copies of 'Power of Attorney and Board resolution' shall be submitted at technical bid stage. If the Bidder is a Joint Venture or a consortium, Integrity pact agreement must be signed by all joint venture members or consortium members.</p> <p>IV. In case of JV firm, IP agreement is to be filled and submitted in the name of the JV firm only otherwise the bid will not be considered for</p> |



|                  | <p>further evaluation.</p> <p>5. In case of Micro and Small Enterprise (MSEs) holding valid certificate issued by any agencies/organization under,</p> <table border="1"> <tr> <th>Level</th><th>Description</th></tr> <tr> <td>Section – F</td><td>Construction</td></tr> <tr> <td>Division – 42</td><td>Civil Engineering</td></tr> <tr> <td>Group - 429</td><td>Construction of other civil engineering projects</td></tr> <tr> <td>Class - 4290</td><td>Construction of other civil engineering projects</td></tr> <tr> <td>Subclass - 42909</td><td>Other civil engineering projects</td></tr> </table> <p>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 &amp; EMD. Such bidder shall upload the scanned copy of valid certificate in technical bid. Such bidder shall upload in technical proposal a scanned copy of valid certificate, as well as duly filled in and signed '<b>Bid Securing Declaration</b>' as per format provided in the tender document (<b>Annexure II</b>), failing which the bid shall be disqualified.</p> <p><b>Note: The bidders who are submitting bids with exemption for Tender Fees and EMD under MSME, if the bidder's Major Activity is Trader/Distributor/Sole Agent will not be liable for exemption as per Circular F. No.1(3)/2018-M A, Part-III, dated-25.03.2022 under Q&amp;A no.18.</b></p> | Level | Description | Section – F | Construction | Division – 42 | Civil Engineering | Group - 429 | Construction of other civil engineering projects | Class - 4290 | Construction of other civil engineering projects | Subclass - 42909 | Other civil engineering projects |
|------------------|--|-------|-------------|-------------|--------------|---------------|-------------------|-------------|--|--------------|--|------------------|----------------------------------|
| Level            | Description  |       |             |             |              |               |                   |             |  |              |  |                  |                                  |
| Section – F      | Construction   |       |             |             |              |               |                   |             |  |              |  |                  |                                  |
| Division – 42    | Civil Engineering  |       |             |             |              |               |                   |             |  |              |  |                  |                                  |
| Group - 429      | Construction of other civil engineering projects   |       |             |             |              |               |                   |             |  |              |  |                  |                                  |
| Class - 4290     | Construction of other civil engineering projects   |       |             |             |              |               |                   |             |  |              |  |                  |                                  |
| Subclass - 42909 | Other civil engineering projects   |       |             |             |              |               |                   |             |  |              |  |                  |                                  |
| Remarks          | <p>Submission of E.M.D., Integrity Pact, Tender Fee and other Documents during office hours : up to 27/07/2026 by R.P.A.D /Speed post or in person in the chamber EXECUTVE ENGINEER (H), (Email:kphdivision@gmail.com), Room no 101, 1<sup>st</sup> Floor, NIRMAN Building, KANDLA, <b>Kutch District, Gujarat State, INDIA.</b></p> <p>(i) For the purpose of realization, bidder shall send all the documents in original along with hard copy of tender (sealed &amp; signed of authorized person), and other PQ documents through R.P.A.D/Speed post or in person in the chamber of Superintendent Engineer [Civil] within 7 days from the date of opening.</p> <p>(ii) "<b>Substantially completed works</b>" means an ongoing work in which payment equal to or more than 90% of the present contract value has been made to the contractor in that ongoing contract, and the work or a major part of it is in a usable condition for its intended purpose. No proceedings for termination on account of the contractor's default should be pending in such cases. The Engineer – in – Charge or the Employer shall issue a certificate of substantial completion containing two parts.</p> <p><b>Part – I</b> shall contain both financial of the work executed and certified for payment as a percentage of total current contract value, and</p>  |       |             |             |              |               |                   |             |  |              |  |                  |                                  |

|   |  |
|---|--|
|   | <p><b>Part – II</b> shall contain ‘certificate of functional completion of the work or a major part of it’. To remain valid for prequalification or tender evaluation, such certificates should have been issued on or before the last day of month previous to the one in which applications are invited.</p>   |
| Bid Opening Date  | <p>Technical Bid will be <b>opened on 20.07.2026 @ 16:05 Hrs.</b> Date of opening of Price Bid shall be notified after scrutiny &amp; evaluation of Technical Bid to qualified bidders.</p>  |
| Documents required to be submitted by scanning through online | <p>Documents in support of fulfilling qualifying criteria as indicated above.</p> <ol style="list-style-type: none"> <li>a. Tender fee to be paid through digital mode of Payment through Digital Mode in <b>Account No. : VDDPTNFCEHARB26 IFSC Code : IBKL0000412 IDBI Bank, Gandhidham Branch UPI ID-VAS.VDDPTNFCEHARBR26@idbi</b></li> <li>b. EMD to be paid through <b>Digital mode/Insurance Surety Bond/ Bank Guarantee</b> issued in favor of “Board of Deendayal Port Authority” by any Nationalized/scheduled (except co-operative) bank having branch at Gandhidham as per format provided in the tender documents. <p><b>Account No. : VDDPEMDCEHARBR26 IFSC Code : IBKL0000412 IDBI Bank, Gandhidham Branch UPI ID – VAS.VDDPEMDCEHARBR26@idbi.</b></p> </li> <li>c. Average annual turnover on CA certificate duly stamp signed by UDIN number is to be submitted failing which bid will be stand non-responsive.</li> <li>d. As indicated in clause 1.4 of section 1 – Instructions to bidders.</li> <li>e. Integrity Pact agreement (<b>Annexure -I</b>) <ol style="list-style-type: none"> <li>I. 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.</li> <li>II. 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 dully 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.</li> <li>III. In case of Partnership firm, IP agreement needs to be signed by all the partners of partnership firm/authorized partner of the</li> </ol> </li> </ol> |

|                         |   |
|-------------------------|---|
|                         | <p>Partnership firm. Copy of partnership deed &amp; authorization letter may be submitted. In case of Private Limited Company, IP agreement needs to be supported with copies of 'Power of Attorney and Board resolution' shall be submitted at technical bid stage. If the Bidder is a Joint Venture or a consortium, Integrity pact agreement must be signed by all joint venture members or consortium members.</p> <p>IV. In case of JV firm, IP agreement is to be filled and submitted in the name of the JV firm only otherwise the bid will not be considered for further evaluation.</p> |
| Officer- Inviting Bids: | <b>Executive Engineer (H), HARBOUR DIVISION, Deendayal Port Authority, Nirman Bhavan, Room No. 101, 1<sup>st</sup> Floor, New Kandla – 370 210 Kutch District, Gujarat State, INDIA</b>   |
| Bid Opening Authority:  | <b>EXECUTIVE ENGINEER(H) DEENDAYAL PORT AUTHORITY</b>   |
| Address:                | <b>Executive Engineer (H), HARBOUR DIVISION, Deendayal Port Authority, Nirman Bhavan, Room No. 101, 1<sup>st</sup> Floor, New Kandla – 370 210 Kutch District, Gujarat State, INDIA</b>   |
| Contact Details:        | <b>Mobile – 9638144900</b>  |

Note :

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

(n) code Solutions – A division of GNFC Ltd., (n)Procure Cell,  
403, GNFC Info tower, S.G. Road,  
Bodak dev, Ahmedabad – 380054 (Gujarat). Contact Details:  
Airtel: +91-79-40007501, 40007512, 40007516, 40007517, 40007525  
BSNL: +91-79-2684511, 26854512, 26854513 (EXT: 501, 512, 516, 517, 525)  
Reliance: +91-79-30181689  
Fax: +91-79-26857321, 40007533  
E-mail : [nprocure@gnvfc.net](mailto:nprocure@gnvfc.net)  
TOLL FREE NUMBER: 1-800-233-1010 (EXT: 501, 512, 516, 517, 525)

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

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

1. Information and instructions for Contractors will form part of NIT and to be uploaded on website.
2. The intending bidder must have class-III digital signature to submit the bid.
3. The Bid Document as uploaded can be viewed and downloaded free of cost by anyone including intending bidder. But the bid can only be submitted after uploading the mandatory scanned documents such as a Receipt of EMD in form of Insurance Surety Bond/Bank Guarantee, Tender Fee in form of online Digital mode of Payment.
4. Bidders may modify or withdraw their bids before last date and time of submission of bid as notified.
5. While submitting the modified bid, contractor can revise the rate of one or more item(s) any number of times (he need not re-enter rate of all the items) but before last time and date of submission of bid as notified.
6. On opening date, the contractor can login and see the bid opening process. After opening of bids, he will receive the competitor bid sheets.
7. Contractor can upload documents in the form of JPG format and PDF format.
8. It is mandatory to upload scanned copies of all the documents including GST registration as stipulated in the bid document. If such document is not uploaded his bid will become invalid and cost of bid document shall not be refunded.
9. If the contractor is found ineligible after opening of bids, his bid shall become invalid and cost of bid document shall not be refunded.
10. If any discrepancy is noticed between the documents as uploaded at the time of submission of bid and hard copies as submitted physically by the contractor the bid shall become invalid and cost of bid document shall not be refunded.
11. Certificate of Financial Turn Over: At the time of submission of bid, contractor may upload Affidavit/ Certificate from CA mentioning Financial Turnover of last 3 (three) years or for the period as specified in the bid document and further details if required may be asked from the contractor after opening of technical bids. There is no need to upload entire voluminous balance sheet.
12. The bidder shall fill online tender form the plus or minus percentage for the whole work based on item rates described in the Bill of Quantities.
13. The Draft information and instructions to Contractors may be modified suitably by NIT approving authority as per requirement
14. All the mandatory document required/prescribed for Pre-qualification have to be enclosed by the bidder failing which his offer shall be rejected and treated as non-responsive. However, additional documents required if any for verification of the original documents shall be submitted by the bidder if required by DPA.

**List of Documents to be scanned and uploaded within the period of bid submission:**

- I. EMD in form of Digital mode/Insurance Surety Bond/Bank Guarantee Drawn in favour of Board of Deendayal Port Authority, issued by any Nationalized/scheduled bank (Except Co-op bank) having branch at Gandhidham as per enclosed format.
- II. Tender Fee form of online Digital mode of Payment.
- III. Integrity Pact Agreement

**Bid Document.**

- I. Certificates of Work Experience of successfully completed works issued by the client.
- II. Certificate of Financial Turnover from CA
- III. Any other Document as specified in the Section I.
- IV. Affidavit as per provisions of NIT.
- V. Certificate of Registration for GST and acknowledgement of up to date filed return if required.
- VI. Bid capacity calculations along with balance financial liability of works in hand.

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

## **SECTION -1**

### **INSTRUCTIONS TO BIDDERS**

**a. GENERAL**

**1.1 Scope of Bid**

The EXECUTIVE ENGINEER, Harbor Division, Deendayal Port Authority, invites bids by E-Tendering for the work of **“Development of car carrier facility at cargo berth no.01 at Kandla”** detailed in the table given in NIT. The bidders shall submit on-line bids for the work detailed in the table given in NIT.

The successful bidder will be expected to complete the works by the intended completion date specified in the contract data.

**1.2 Source of Funds**

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

**1.3 Eligible bidder.**

**1.3.1** The invitation for Bids is open to all eligible bidders meeting the eligibility criteria as defined in clause no 1.4.3.

**1.3.2.** All bidders shall provide in Section-2 form of Bid and Qualification Information, a statement that the Bidder is not associated, nor has been associated in the past, directly or indirectly, with the consultant or any other entity that has prepared the design, specifications, and other documents for the Project Manager for the Contract. A firm that has been engaged by the Employer to provide consulting services for the preparation or supervision of the works, and any of its affiliates, shall not be eligible to bid.

**1.3.3.** Government-owned enterprises may only participate if they are legally and financially autonomous, operate under commercial law and are not a dependent agency of the Employer subject to fulfillment of Minimum Qualifying criteria.

**1.3.4.** Bidders shall not be under a declaration of ineligibility for corrupt and fraudulent practices issued by the employer in accordance with clause 1.36.

**1.4 Eligibility Criteria**

- 1.4.1.**
- a. Experience of similar works executed during the last seven years, and details like monetary value, clients, and proof of satisfactory completion.
  - b. Documentary evidence of adequate financial standing and proof from client for satisfactory completion of works.
  - c. Solvency certificate from Bankers for -----(value). **(Refer Clause 'A' of Sec-5)**
  - d. Equipment requirement/schedule. **(Refer Clause 'A' of Sec-5)**

- e. Managerial/Manpower requirement. **(Refer Clause 'A' of Sec-5)**
- f. Project Planning and Quality Control procedure to be adopted.
- g. Information regarding projects in hand, current litigation, orders regarding exclusion, expulsion or black listing, if any.
- h. Trained & Certified workmen proposed to be employed at the work site of the project. The Contractor must undertake to employ of certified worker to the extent of 20% of total strength. Valid certificates by a recognized University, technical Board, or Ministry of Government of India would only be taken cognizance of. **(Refer Clause 'A' of Sec-5)**

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

- a. Copies of original documents defining the constitution or legal status, place of registration, and principal place of business, written power of attorney of the signatory of the Bid to commit the Bidder.
- b. Total monetary value of construction work performed for each of the last five years.
- c. Experience in works of a similar nature and size for each of the last five years, and details of works underway or contractually committed, and Employers who may be contacted for further information on those contracts.
- d. Major items of construction equipment proposed to carry out to the contract.
- e. Qualifications and experience of key technical site management and technical personal proposed for the contract.
- f. Reports on the financial standing of the Bidder, such as profit and loss statements and auditor's reports for the past five years.
- g. Evidence of adequacy of working capital for this contract (access to line(s) of credit and availability of other financial resources).
- h. Authority to seek references from the Bidder's bankers.
- i. Information regarding any litigation, current or during the last five years, in which the Bidder is involved, the parties concerned, and disputed amount.
- j. Proposal for subcontracting components of the works amounting to more than 10 percent of the Bid Price (for each qualification should attached); and **(Refer Clause 'A' of Sec-5)**
- k. The methodology and program of construction, backed with equipment planning and deployment, duly supported with broad calculations and quality control procedures and completion of the work as per technical specifications within the stipulated period of completion as per milestones.
- l. PAN, Registration with Goods & Service Tax (GST), Provident Fund Authorities, etc.
- m. Bid Security in approved form as prescribed under Clause No. 1.16.

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

- i. Average annual financial turnover during the last three years ending 31<sup>st</sup> March of the previous year, should be at least Rs. 21.90 Crores.



Average annual Turnover based on CA certificate duly stamp, signed with UDIN/Membership number is to be submitted failing which bid will be stand non-responsive.

- ii. Experience of having successfully completed or substantially completed similar works during last 7 years ending last day of month previous to the one in which applications are invited should be either of the following.
  - a. Three similar completed works each work costing not less than **Rs. 29.21 Crores (excluding GST).**

**or**
  - b. Two similar completed works each work costing not less than **Rs. 36.51 Crores (excluding GST).**

**or**
  - c. One similar completed work costing not less than **Rs. 58.41 Crores (excluding GST).**

**“Similar Work”** means Construction of RoRo/RoPax terminals including fabrication and installation of steel pontoon and steel linkspan including Third Party Certification from IRS/ABS/DNV.

The Subcontract experience shall be considered for pre-qualification only if same is carried out in Govt./Semi Govt./Public Limited companies subject to submission of subcontract permission issued by the respective authorities prior to the execution of the work. It is mandatory to upload sub-contract permission letters prior to execution of work online while submitting the bid. Further, if subcontract permission is not authenticated, the respective party shall be considered as non-responsive. The decision taken by DPA shall be final.

It is mandatory to upload the sub-contract permission letter obtained from the respective authorities. Also, the completion Certificate / Form 3A authenticated by concern respective authority shall be uploaded along-with TDS certificate deducted from that particular work issued by the competent authority shall be submitted along-with bid submission.

If the Bidder has completed works in a private organization as stipulated in the Minimum Qualification Criteria (work experience), the following documents must be enclosed with the BID for consideration:

- TDS Certificates: The Bidder must provide TDS certificates issued by the competent authority with respect to the work experience submitted.
  - CA Certificate: The Bidder must submit certificate issued by Chartered Accountant (CA) stating that the amount shown in the TDS certificate has been received with respect to the work experience submitted by the Bidder. This document must be certified by the CA with stamp, signature and UDIN number, failing which the bid will stand non-responsive.
- 1.4.4.** In addition to above, the criteria regarding satisfactory performance of the work, Personnel, establishment, plant, equipment, etc. may be incorporated according to the requirement of the project. To qualify for a package of contracts made up of this and other contracts for which bids are invited in the NIT, the bidder must demonstrate having experience and resources sufficient to meet the aggregate of the qualifying criteria for the individual contracts. **(Refer Clause ‘A’ of Sec-5)**

**1.4.5.** The Subcontract experience shall be considered for pre-qualification only if same is carried out in Govt./Semi Govt./Public Limited companies subject to submission of sub contract permission issued by the respective authority prior to the execution of the work. Further, if sub contract permission is not authenticated, the respective party shall be considered non- responsive. The decision taken by DPA shall be final.

**1.4.6** Bidders who meet the minimum qualification criteria will be qualified only if their available bid capacity is more than the total bid value. The available bid capacity will be calculated as under:  
Available bid capacity =  $A \times M \times N - B$ ,

where A = Maximum value of engineering works executed in any one year during the last five years (updated at the current price level), taking into account the completed as well as works in progress

M = Multiplier Factor (usually 1.5)

N = Number of years prescribed for completion of the work in question.

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

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

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

| Financial Year     | 2024-25 | 2023-24 | 2022-23 | 2021-22 | 2020-21 |
|--------------------|---------|---------|---------|---------|---------|
| Index              | 154.9   | 151.4   | 152.5   | 139.40  | 123.40  |
| Multiplying factor | 1.00    | 1.02    | 1.02    | 1.11    | 1.26    |

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

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

## **1.5 One Bid per Bidder**

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

## **1.5.2 Joint Venture**

Companies/Contractors may jointly undertake contract/contracts. The number of Partners in

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

Note: JVs/ Consortia be allowed in all contracts of estimated cost of more than Rs. 10 crores. However, there shall a maximum of 3 nos. of partners.

- 1.5.3** The works reckoned for the above purpose are those executed by tenderer as prime contractor or proportionately as member of Joint venture or as a sub-contractor, authorized and approved by the Employer of the work(s) against the tenderer has claimed his experience.

## **1.6 Cost of Bidding**

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

## **1.7 Site Visit**

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

### **b. Bidding Documents**

## **1.8 Content of Bidding Documents**

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

- DC 1 : Bid Reference
- NIT : Invitation for Bids
- SECTION 1 : Instruction to Bidders
- SECTION 2 : Forms of Bid, Qualification Information
- SECTION 3 : Conditions of Contract
- SECTION 4 : Contract Data
- SECTION 5 : Specifications and Special Conditions for Civil Works
- SECTION 6 : Drawing
- SECTION 7 : Bill of Quantities
- SECTION 8 : Forms of Securities and other Formats
- SECTION 9 : GUIDELINES ON BANNING OF BUSINESS DEALINGS

- 1.8.2** One set of the bidding documents will be issued to the bidder. The document should be completed and returned with the bid. **(Refer Clause 'A' of Sec-5)**

- 1.8.2.1** Bidding documents shall be downloaded. The documents should be complied filled and submitted

through on-line tendering process on website <http://tender.nprocure.com>

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

**1.9 Clarifications of the Bidding Documents**

- 1.9.1** A prospective bidder requiring any clarification of the bidding documents may notify the employer in writing or by electronic form and be confirmed by hard copy at the Employer's address indicated in the invitation to bid. The employer will respond to any request for clarification which he received earlier than days (Suggested 7 days) prior to the deadline for submission of bids. Copies of the Employer's response will be forwarded to all purchasers of the bidding documents, including's a description of the enquiry but without identifying its source.

**1.9.2 Pre – bid meeting**

- 1.9.2.1** The bidder or his official representative is invited to attend a pre-bid meeting, which will take place on 25/06/ 2026 @ 16:00 Hrs. at C.E. Chamber, A.O. Building, Deendayal Port Authority, Gandhidham - Kutch, Gujarat.

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

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

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

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

**1.10. Amendment of Bidding Documents**

- 1.10.1** Before the deadline for submission of bids, the Employer may modify the bidding documents by using addendum.

- 1.10.2** Any addendum thus issued shall be part of the bidding documents and shall be communicated by uploading online on <http://tender.nprocure.com> Prospective bidders shall acknowledge receipt of each addendum by cable to the Employer.

- 1.10.3** To give prospective bidders reasonable time in which to take an addendum into account in

preparing their bids, the Employer shall extend as necessary the deadline for submission of bids, in accordance with Sub- Clause 1.20.2 below.

**c. Preparation of Bid**

**1.11 Language of the Bid**

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

**1.12 Documents comprising the Bid**

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

**A) Technical Bid**

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

**B) Financial Bid**

- i) Contractor's Bid
- ii) Bill of Quantity dully filled and digitally signed by the Bidder.

**1.13 Bid Prices**

**1.13.1** The contract shall be for the whole works as described in Sub-Clause 1.1 based on the priced Bill of Quantities submitted by the Bidder.

**1.13.2** The bidder shall fill online tender form the plus or minus percentage for the whole work based on item rates described in the Bill of Quantities.

**1.13.3** All duties, taxes (except GST) and other levies payable by the contractor under the contract, or for any other tax, shall be included in the percentage rate submitted by the Bidder.

**1.13.4** The rates and prices quoted by the bidder are subject to adjustment during the performance of the contract. In accordance with the provisions of clause 3.47 of the conditions of contract.

**1.14 Currencies of Bid and payment**

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

**1.15 Bid Validity**

**1.15.1** Bids shall remain valid for a period not less than **120 days** after the deadline date for bid submission specified in clauses 1.20. A bid valid for a shorter period shall be rejected by the Employer as non-responsive.

**1.15.2** In exceptional circumstances, prior to expiry of the original time limit, the Employer may request that the bidders may extend the period of bid validity for a specified additional period. The request and the bidders' responses shall be made in writing or by cable. A bidder may refuse the

request without forfeiting his bid security. A bidder agreeing to the request will not be permitted to modify his bid. If bidder accept the request to extend the period of bid validity, he should accordingly extend the validity of the BG submitted for EMD without any claims.

#### **1.16 Bid Security**

**1.16.1** Earnest money Deposit (EMD) shall be 2 % of the Estimate cost put to tender.

**1.16.2** The EMD up to Rs. 5 Lakhs shall be payable via digital mode of payment. The proof for transfer of funds to be submitted in technical bid stage. EMD beyond Rs.5 lakhs be payable in form of **Digital mode/ Insurance Surety Bond / Bank Guarantee** for the entire amount from any Nationalized/Scheduled Bank (except Co-operative Banks) having its branch at Gandhidham. Bank Guarantee submitted as Earnest Money shall be valid for 45 days beyond the validity of the bid/tender. Bank Guarantee shall be verified independently by the Port with the bank before finalization of technical offer. In the event of lack of confirmation of issue of the Bank Guarantee by the Bank, the bid shall stands disqualified.

**1.16.3** EMD of unsuccessful bidders other than L1 and L2 be refunded immediately after ranking of price bids. Earnest money of L2 be refunded immediately after entering in to agreement with L1 and acceptance of performance Guarantee from L1.

**1.16.4** EMD is refunded suo-motto with/without any application from the bidders.

**1.16.5** The bid security of the successful bidder will be discharged (refunded after he has signed the Agreement and furnished the required Performance security.

**1.16.6** The Bid security may be forfeited, if

- a)** The bidder withdraws the bid after bid opening during the period of bid validity.
- b)** The bidder does not accept the correction of the Bid price, pursuant to any arithmetic errors or
- c)** The successful bidder fails within the specified time limit to
  - (i) Sign the Agreement or
  - (ii) Furnish the required Performances security.
  - (iii) In case the contractor fails to commence the work within stipulated time.

The forfeiture of the bid security is entirely discretion of employer. No any claims in this regards shall be entertained.

“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 ONLY shall become eligible for exemption from payment of Tender fee & EMD. Such bidder shall upload in technical bid a scanned copy of valid certificate. Such bidder shall upload in technical proposal a scanned copy of valid certificate, as well as duly filled in and signed ‘**Bid Securing Declaration**’ as per format provided in the tender document (Annexure II), failing which the bid shall be disqualified: -

NIC codes regarding similar work is mentioned below: -

|                  |  |
|------------------|--|
| Level            | Description                                      |
| Section – F      | Construction                                     |
| Division – 42    | Civil Engineering                                |
| Group - 429      | Construction of other civil engineering projects |
| Class - 4290     | Construction of other civil engineering projects |
| Subclass - 42909 | Other civil engineering projects                 |

#### **1.17 Alternative proposals by bidders**

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

#### **1.18 Format and signing of bid**

**1.18.1** Price Bid to be submitted on-line shall be signed digitally by a person or persons duly authorized to sign on behalf of the Bidder.

**1.18.2** The Bid shall contain no alterations or additions, except those to comply with instructions issued by the Employer, or as necessary to correct errors made by the bidder in which case such corrections shall be initialed by the person or persons signing the bid.

#### **D Submission of bids**

##### **1.19 Sealing and marking of bids.**

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

The bidder shall seal “Financial Bid” as per Clause No: 1.12.1. (B) Here of, in separate envelope duly marking the envelope as “Financial Bid”. These envelopes than be put inside one outer envelope and sealed, duly marking the outer envelope as “Technical Bid and Financial Bid”. **(Refer Clause ‘A’ of Sec-5)**

(B) Bidders who wish to participate 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 below mentioned address should be contacted: (n) code Solutions, A Division of GNFC, 304 GNFC Info tower, Bodakdev, Ahmedabad. Tel. +91 79 26857316/17/18 Fax: +91 79 26857321 E-mail: nprocure@ncode.in Toll Free Number: 1-800-233-1010

The accompaniments to the tender documents as described under Clause 1.22 shall be Scanned and submitted On-Line along with Tender documents. However, the originals/ attested hard copies shall have to be forwarded subsequently so as to reach the office of Executive Engineer (H) within 07 days of opening of the tenders,

**1.19.2** The envelopes shall

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

-----

**{Insert address of office for bid submission}, and**

**(b) bear the following identification:**

Bid for **“Development of car carrier facility at cargo berth no.01 at Kandla”**

Bid reference no: HD-13/26

DO NOT OPEN BEFORE (time and date for opening, per Clause 1.23) Name and address of the bidder.

The tender complete in all respect should be put in the tender box (marked tender No HD-13/26) in the office of The Executive Engineer (Harbour) up to-\_\_\_\_\_p.m. On due date and open at\_\_\_\_\_on the same date in presence of such of the tenderers who may wish to be present. **(Refer Clause ‘A’ of Sec-5)**

**1.19.3** In addition to the identification required in Sub-Clause 1.19.2, the inner envelopes shall indicate the name and address of the bidder of to enable the bid to be returned unopened in case it is declared late, pursuant to Clause 1.21, or the bid is declared non- responsive. If the outer envelopes are not sealed and marked as above, the Employer will assume no responsibility for the misplacement or premature opening of the technical bid and financial bid. **(Refer Clause ‘A’ of Sec-5)**

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

**1.20.1** Bids must be received by the Employer at the address specified above not later than in the event of the specified date for the submission of bids being declared a holiday by the Employer. The bids will be received up to the appointed time on the next working day. **(Refer Clause ‘A’ of Sec-5)**

**1.20.2** The Employer may extend the deadline for submission of bids by issuing an amendment in accordance with Clause 1.10, in which case all rights and obligations of the Employer and the bidders previously subject to the original deadline will then be subject to the new deadline.

**1.20.3** In case of tender document being downloaded from the web site, at the time of submission of (the hard copy of) the tender document. The tenderer shall give an undertaking that no change has been made in document. He shall be issued a printed set of document under acknowledgment with a condition that the printed version of the port tender document will be treated as authentic tender and if any discrepancy is noticed at any stage between the Port’s tender document and the one submitted by the tenderer, the conditions mentioned in the Port’s printed document Insert time and date; this should be the same as those given in the invitation for Bids Claus No.1.20.

## **1.21 Late Bids**

**1.21.1** Any bid received by the Employer after the deadline prescribed in Clause 1.20 will be



considered as non-responsive.

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

**1.22.1** Bidders may modify or withdraw their bids before the deadline prescribed in Clause 1.20.

**1.22.2** Each Bidder's modification or withdrawal notice shall be prepared, sealed, marked, and delivered in accordance with Clauses 1.18 & 1.19, with the outer and inner envelopes additionally marked "MODIFICATION" or "WITHDRAWAL" as appropriate. **(Refer Clause 'A' of Sec-5)**

**1.22.3** No bid may be modified after the deadline for submission of bids.

**1.22.4** Withdrawal or modification of a Bid between the deadline for submission of bids and the expiration of the original period of bid validity in Clause 1.15.1 above or as extended pursuant to Clause 1.15.2 may result in the forfeiture of the Bid security pursuant to Clause 1.16.

**1.22.5** Tenders with any condition, including conditional rebate shall be rejected. However, tenders with unconditional rebate will be accepted.

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

### **1.23 Bid opening**

**1.23.1** On the due date and appointed time as specified in clause 1.20, the Employer will first open Technical bids (Online bid Opening) of all bids received (except those received late) including modifications made pursuant to clause 1.22 in presence of the bidders or their representative who choose to attend. In the event of the specified date for Bid opening being declared a holiday by the Employer, the bids will be opened at the appointed time and location on the next working day.

**1.23.2** Envelopes marked "WITHDRAWAL" shall be opened and read out first. Bids for which an acceptable notice of withdrawal has been submitted pursuant to Clause 1.22 shall not be opened. Bidder's name, withdrawals, modifications of technical bid, the presence of bid security and such other details, as the Employer may consider appropriate will be announced by the Employer at the opening. **(Refer Clause 'A' of Sec-5)**

**1.23.3** If all Bidders have submitted unconditional Bids together with requisite bid security, then all bidders will be so informed then and there. If any Bid contains any deviation from the Bids documents and/or if the same does not contain Bid security in the manner prescribed in the Bid documents, then that Bid will be rejected and the Bidder informed accordingly. The sealed financial bid containing priced BOQ will be returned to him without opening. All valid financial bids whose technical bids have been determined to be substantially responsive in accordance with Clause 1.26 hereof, shall be opened on the specified date from declaring the results of the Technical Bid, in presence of the bidders or their representatives who choose to attend. The Bidder's name, the Bid prices, the total amount of each Bid and of any alternative Bid (if alternatives have been requested or permitted), any discounts, Bid modifications and withdrawals, and such other details as the Employer at the opening. Any bid price, discount,

or alternative Bid price which is not read out and recorded at Bid opening, will not be taken into account in Bid evaluation. **(Refer Clause 'A' of Sec-5)**

- 1.23.4** The Employer shall prepare minutes of the Bid opening, including the information disclosed to those present in accordance with sub clause 23.3 and the minutes shall form part of the contract. **(Refer Clause 'A' of Sec-5)**

**1.24 Process to be confidential.**

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

**1.25 Clarification of Bids**

To assist in the examination and comparison of Bids, the Employer may, at his discretion, ask any Bidder for clarification of his Bid, including breakdown of unit rates. The request for clarification and the response shall be writing or by cable, but no change in the price or substance of the Bid shall be sought, offered, or permitted except as required to conform the correction of arithmetic errors discovered by the Employer in the evaluation of the Bids in accordance with Clause 1.27.

Subject to above para, no Bidder shall contact the Employer on any matter relating to his bid from the time of the bid opening to the time the contract is awarded. If the Bidder wishes to bring additional information to the notice of the Employer, he should do so in writing.

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

**1.26 Examination of Bids and Determination of Responsiveness**

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

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

- 1.26.3** 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- conforming deviation or reservation.

**1.26.4** The envelop marked as financial bid of those bidders whose technical bid has been determined to be non-responsive shall not be opened and will be returned unopened. **(Refer Clause 'A' of Sec-5)**

**1.27 Correction of Errors.**

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

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

**(Refer Clause 'A' of Sec-5)**

**1.27.2** The amount stated in the Bid will be adjusted by the Employer in accordance with the above procedure for the correction of errors and, with the concurrence of the Bidder, shall be considered as binding up on the bidder. If the bidder does not accept the corrected amount the Bid will be rejected, and the Bid security may be forfeited in accordance with Sub- Clause 1.16. F. (B). **(Refer Clause 'A' of Sec-5)**

**1.28 NIL**

**1.29 Evaluation and Comparison of Bids**

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

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

- (a) Making any correction for errors pursuant to Clause 1.27;
- (b) Making appropriate adjustments to reflect discounts or other price modification offered in accordance with Sub Clause 1.22.5

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

**1.29.4** If the Bid of the successful Bidder is seriously unbalanced in relation to the Nodal Officer or his nominee's estimate of the cost of work to be performed under the contract, the Employer may require the Bidder to produce detailed price analyses for any or all items of the Bill of Quantities.

**1.30 Nil**

**F. AWARD OF CONTRACT**

**1.31 Award Criteria**

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

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

Notwithstanding clause 1.30, the Employer reserves the right to accept or reject any bid and to cancel the bidding process and reject all bids, at any time prior to the award of contract, without thereby incurring any liability to the affected bidder or bidders on the grounds for Employer's action.

**1.33 Notification of Award and Signing of Agreement**

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

**1.33.2** The notification of award will constitute the formation of the Contract subject only to the furnishing of a performance security in accordance with the provision of Clause 1.34.

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

**1.33.4** Upon the furnishing by the successful Bidder of the Performance Security, the Employer will promptly notify the other Bidders that their Bids have been unsuccessful.

**1.34 Performance Security (Refer Clause 5.78 of Sec-5)**

Security deposit shall consist of two parts; a) Performance Guarantee to be submitted at award of work, and b) Retention money to be recovered from Running Bills.

Security Deposit/ Performance guarantee shall be 10% of Contract price of which 5% of contract price should be submitted as FDR or Insurance Surety Bond / Bank Guarantee of Nationalized/scheduled bank (except Co-operative) Banks having its branch at Gandhidham, and BG should remain valid for 60 (Sixty) days beyond the date of completion of all contractual obligation of the concerned contract including Defect liability period or Digital transfer within (21 days in case of domestic bid and within 28 days in case of global bids) of receipt of letter of acceptance and balance 5% recovered as Retention Money from Running Bills. Recovery of 5% of Retention Money to commence from the first bill onwards @ 5% of bill value from each bill. Retention Money be refunded within 14 days from the date of payment of final bill. Balance SD to

be refunded immediately not later than 14 days from completion of defect liability period, (Subject to fulfilment of clause no 5.24), NOC from Geology and Mining Department, Bhuj/Anjar & Payment of welfare cess for final bill.

In addition to performance security (usually five percent), contracts for works usually provide for a percentage (usually five percent) of each running bill (periodic/interim payment) to be withheld as security deposit/retention money until final acceptance. The earnest money instead of being released may form part of the security deposit.

The contractor may, at his option, replace the retention amount with an unconditional BG from a bank acceptance to the procuring entity at the following stages;

I. After the amount reaches half of the value of the limit of retention money and

II. After the amount reaches the maximum limit of retention money. One-half of the retention money (of BG, which replaced retention money) shall be released on the issue of the taking-over certificates (TOCs) are issued in parts, then in such proportions as the engineer may determine, having regard to the value of such part or section. The other half of the retention money (or BG, which replaced the retention money) shall be released upon expiration of 365 days after the DLP of the work or final payment, whichever is earlier on certification by the engineer. In the event of different applicable to different defect liability periods being applicable to different sections or parts, the expiration of defect liability period shall be the latest of such periods.

In case of JV, the BG towards performance security shall be provided by all partners in proportion to their participation.

**In case of a JV, the BG towards performance security shall be provided by all partners in proportion to their participation in the project.**

Failure of the successful bidder to comply with the requirements of above shall constitute sufficient grounds for cancellation of the award of work and forfeiture of the Bid security.

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.

### **1.35 Advance Payment (Refer Clause 'A' of Sec-5)**

**1.35.1** The Employer will provide an Advance payment on the Contract Price as stipulated in the Conditions of Contract, subject to maximum amount, as stated in the Contract Clause 3.51.

### **1.36 Conciliator**

**1.36.1** The Employer proposes that CIDC – SIAC Arbitration Centre be appointed as Conciliator under the contract as provided in sub-clause 3.24.1 of condition of contract. If the bidder disagrees with this proposal, the bidder should so state in the bid. **(Refer Clause 'A' of Sec-5)**

### **1.37 Corrupt or Fraudulent Practices (Refer Clause 5.149 of Sec-5)**

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

- a)** Defines, for the purpose of these provisions, the terms set forth below as follows:
    - (i) “Corrupt practice” means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution; and
    - (ii) “Fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Employer, and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Employer of the benefits of free and open competition.
  - b)** Will reject a proposal for award of work if he determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question.
  - c)** Will declare a Bidder ineligible, either indefinitely for a stated period of time, to be awarded a contract/contracts if he at any time determines that the Bidder has engaged in corrupt or fraudulent practices in competing for or in executing, the contract.
- 1.37.2** Furthermore, Bidders shall be aware of the provision stated in sub-clause 3.59.2 of the conditions of Contract.

**Contractor**

**Executive Engineer (H)  
Deendayal Port Authority**

## **SECTION: 2**

# **FORMS OF BID, QUALIFICATION INFORMATION**

### **TABLE OF FORMS**

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

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

**Name of Work:" Development of car carrier facility at cargo berth no.01 at Kandla"**

To  
EXECUTIVE ENGINEER (H),  
HARBOUR DIVISION,  
DEENDAYAL PORT AUTHORITY,  
NIRMAN BHAVAN, ROOM NO. 101,  
1<sup>ST</sup> FLOOR, NEW KANDLA – 370 210  
KUTCH DISTRICT,  
GUJARAT STATE, INDIA

We, the undersigned, declare that:

- a) We have examined and have no reservations to the tender documents, including addenda and clarifications issued
- b) We offer to execute the work in conformity with the tendering documents and in accordance with the delivery schedules specified in the schedule of requirements in accordance with the tender document
- c) The total price of our tender, excluding any discounts offered in item(d) below, is [insert the total tender price in words and figures, indicating the various amounts and the respective currencies]; [in case of techno-commercial offer it shall be mentioned that 'as filled in the price bid'] **(Refer Clause 'A' of Sec-5)**
- d) The discounts offered and the methodology for their application are: **Discounts**. If our tender is accepted, the following discounts shall apply. **Methodology of application of the discounts**. The discounts shall be applied using the following method: **(Refer Clause 'A' of Sec-5)**
- e) our tender shall be valid for the period of time specified in **[ITB Sub-clause 1.15.1]**, from the date fixed for the tender submission deadline in accordance with **[ITB Sub-clause 1.20.1]**, and it shall remain binding upon us and may be accepted at any time before the expiration of that period or any extended period accordance with **[ITB Sub-clause 1.15.2]**;
- f) If our tender is accepted, we commit to submit a performance guarantee in accordance with [insert relevant clause no., ITB Sub-clause 1.34] for the due performance of the contract, as specified in specimen form for the purpose.
- g) We, including any subcontractors or contractors for any part of the contract, **(Refer Clause 'A' of Sec-5)**
- h) We have no conflict of interest in accordance with **[ITB Sub-clause no.1.3.2]**
- i) Our firm, its affiliates or subsidiaries- including any subcontractors or contractors for any part of the contract – has not been declared ineligible by the port, under laws of India or official regulations in accordance with **[ITB Sub-clause no.1.3.4]**



- j) We understand that this tender, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal contract agreement is prepared and executed in accordance with **[ITB Sub-clause 1.32]** and as per specimen from the purpose;
- k) We understand that you are not bound to accept the lowest evaluated tender or any other tender that you may receive.
- l) We also make specific note clauses of [ITB, NIT] under which the contract is governed.
- m) In case of out station firms, having a branch in India for liaison purposes, please mention the name of the contact person and Tel. no., Fax. no., and Mail-Id and also the complete postal address of the firm.
- n) We understand that the communication made with the firm at (m), by the port shall be deemed to have been done with us.

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

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

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

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

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

## CONTRACTOR'S BID

Description of the works: - **"Development of car carrier facility at cargo berth no.01 at Kandla"**

**BID**

TO

------(The employer)

Address

-----

GENTLEMEN,

We offer to execute the works described above in accordance above with the conditions of Contract accompanying this bid for the contract price of \_\_\_\_\_(in figures) \_\_\_\_\_(in letters). The advance payment required / not required as per rule. We accept appointment of \_\_\_\_\_as the conciliator's letter.

Or

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

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

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

Yours faithfully,

Authorized Signature:

Name& title of signatory

Name of Bidder

Address

### **Notes:**

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

## PRE-QUALIFICATION OF BIDDERS

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

### 1. Only for individual bidders

Constitution or legal status of bidder (attach copy)

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

### 2. Turnover of the firm/JV

| YEAR    | TURN OVER |
|---------|-----------|
| 2022-23 |           |
| 2023-24 |           |
| 2024-25 |           |
| Average |           |

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

### 3. Similar works

| Particulars  | Year    | No. of works | Value |
|--|---------|--------------|-------|
| Total value completed similar work as defined in the tender document during last 7 years | 2019-20 |              |       |
|  | 2020-21 |              |       |
|  | 2021-22 |              |       |
|  | 2022-23 |              |       |
|  | 2023-24 |              |       |
|  | 2024-25 |              |       |
|  | 2025-26 |              |       |

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

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

(A) Existing commitments and on-going works.

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

(B) Works for which bids already submitted

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

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

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

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

6. Qualification and experience of key personnel proposed for administration and execution of the contract. Attach biographical data. Refer also to sub. Clause 1.4.2(e) of instructions to bidders and sub. Clause 1.9.1 of the condition of contract.

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

7. Proposed sub-contracts and firms involved. (Refer Clause 'A' of Sec-5)

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

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

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

9. Additional information bidder may like to submit.

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

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

## LETTER OF ACCEPTANCE

(On letterhead paper of the port)

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

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

Dear Sirs,

Tender no. HD-13/26

Sub: **"Development of car carrier facility at cargo berth no.01 at Kandla"**

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

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

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

Detailed letter of acceptance will follow. Please acknowledge receipt.

Yours faithfully

Authorized signature

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

\_\_\_\_\_Dated

To  
(Name and address of the contractors)

Dear Sirs,

Sub.: Tender for "**Development of car carrier facility at cargo berth no.01 at Kandla**

Ref: Letter of acceptance no. dated

Pursuant to your furnishing the requisite security as stipulated in [clause of general conditions of contract] and signing of the contract for execution of the \_\_\_\_\_ you are hereby instructed to precede with the execution of the said works in accordance with the contract documents. It is hereby notified that the [site] is being handed over to you for execution of work in accordance with the contract documents.

Yours faithfully,

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

**SPECIMEN CONTRACT AGREEMENT**  
(To be executed on Rs.500/- non-judicial Stamp)

*[The successful Tenderer shall fill in this form in accordance with the instructions indicated]*

THIS CONTRACT AGREEMENT is made

the *[insert: number]* day of *[insert: month]*, *[insert: year]*.

This agreement made this \_\_\_\_\_ day of \_\_\_\_\_

BETWEEN

- (1) *The Board of Port of Deendayal Port Authority, an Autonomous Body of the Ministry of Ports, Shipping & Waterways of the Government of INDIA, incorporated under the Major Port Authority Act, 2021 as Amended / replaced thereafter, under the Laws of India and having its principal place of business at [insert address of Port] (hereinafter called "the Port"), and (here in after called "Board"/ Port"),*
- (2) *[insert name of Contractor], [incorporated under the laws] [insert: country of Contractor] and having its principal place of business at [insert: address of Contractor] (hereinafter called "the Contractor").*

WHEREAS the Employer/ Board invited Tenders against tender no. **[(HD-13/26)]** for execution of **[TENDER TITLE AND BRIEF DESCRIPTION]** viz., and has accepted a Tender by the Contractor in accordance with the supply/ delivery schedules, in the sum of *[insert Contract Price in words and figures, expressed in the Contract currency(ies)]* (hereinafter called "the Contract Price").

AND WHEREAS the contractor has agreed to deposit the Performance Security Deposit as follows for due fulfillment of all the conditions of the contract:

1. 5% of Rs. \_\_\_\_\_ paid in the form of Bank Guarantee/Insurance Surety Bond/FDR or digital mode of payment, vide no. \_\_\_\_\_, dated \_\_\_\_\_ issued by \_\_\_\_\_ (to be submitted in 21 days of issue of LOA)
2. Balance 5% amount of Rs. \_\_\_\_\_ to be recovered from running bills.

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents shall constitute the Contract between the Employer/ Board and the Contractor, and each shall be read and construed as an integral part of the Contract:
  - (a) This Contract Agreement;
  - (b) Special Conditions of Contract
  - (c) General Conditions of Contract;
  - (d) Technical Requirements (including Schedule of Requirements and Technical Specifications, drawings);
  - (e) Notice Inviting Tender;
  - (f) Replies issued to the Pre-bid queries, addenda is any issued **[numbers and dates]**;
  - (g) The Contractor's Bid and original Price and Delivery Schedules;
  - (h) The Employer/ Board's Notification of Award;
  - (i) **[Correspondence the Employer/ Board had exchanged with the bidder till and after award of contract [specific letters and dates]; and**
  - (j) **[Add here any other document(s)]**

AND WHEREAS

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

All the disputes related to submit contract shall be resolved through a conciliation committee / council comprising Independent Subject Tender Expert".



3. In consideration of the payment to be made to CONTRACTOR for WORK to be executed by him. CONTRACTOR hereby Covenants with EMPLOYER/ BOARD that CONTRACTOR shall and will duly provide, execute and complete Work and things in CONTRACT, mentioned or described or which are to be implied there from or may be reasonably necessary for completion of Work and at the times and in the manner and subject to the terms and conditions or stipulations mentioned in CONTRACT.
4. In consideration of the due provision, execution and completion of WORK by the CONTRACTOR in accordance with the terms of the CONTRACT, the EMPLOYER/ BOARD does hereby agree with CONTRACTOR that EMPLOYER/ BOARD will pay to Contractor the respective amounts for the work actually done by him and approved by EMPLOYER/ BOARD as per Payment Terms accepted in CONTRACT and payable to CONTRACTOR under provision of Contract at such time and at such manner as provided for in the CONTRACT.
5. In consideration of the due provision, execution and completion of WORK, CONTRACTOR does hereby agree to pay such sums as may be due to EMPLOYER/ BOARD for the services rendered by EMPLOYER/ BOARD to Contractor as set forth in CONTRACT and such other sums as may become payable to EMPLOYER/ BOARD towards loss, damage to the EMPLOYER/ BOARD's equipment, materials etc. and such payments to be made at such time and in such manner as is provided in the CONTRACT.

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

*For and behalf of the **Contractor***

*WITNESS: (Name, Signature, address)*

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

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

*Signes, Sealed and delivered by  
Chief Engineer on behalf of the board  
in Presence of:*

*For and behalf of the*

*employer/board WITNESS: (Name,  
Signature, address)*

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

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

*The common seal of the Board of Deendayal Port Authority Affixed in the presence of:*

## **SECTION 3**

### **CONDITIONS OF CONTRACT**

## CONDITIONS OF CONTRACT

### A. General

#### 3.1 Definitions

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

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

Compensation Events are those defined in Clause 3.44

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

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

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

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

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

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

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

**A Defect** is any part of the Works not completed in accordance with the Contract. **The Defects Liability Period** is the Period named in the Contract Data and calculated from the Completion Date.

**The Employer** is the party who will employ the contractor to carry out the Works. **The Nodal Officer** or his nominee is the person named in the Contract Data (or any other Competent person appointed and notified to the contractor to act in replacement of the Nodal Officer or his nominee) who is responsible for supervising the Contractor, Administering the Contract, certifying payments due to the Contractor, issuing and valuing Variations to the contract, awarding extensions of time and valuing the Compensation Events.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**Board** – Board of Authorities of the Deendayal Port, a body corporate under the Major Port Act, 2021 as amended from time to time.

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

**“Engineer-in-Charge”** means The Executive Engineer (Harbour) of the Deendayal Port Authority.

### **3.2 Interpretation**

In interpreting this Condition of Contract, singular also means plural, male also means female or neuter and the other way around. Headings have no significance. Words have their normal

meaning under the language of the Contract instructions clarifying queries about the Conditions of Contract.

**3.2.1** If sectional completion is specified in the Contract Data, references in the Conditions of Contract to the Works, the Completion Date, and the Intended Completion Date apply to any Section of the Works (other than references to the Completion Date and Intended Completion date for the whole of the Works).

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

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

### **3.3 Language and Law**

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

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

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

### **3.5 Delegation**

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

### **3.6 Communications**

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

### **3.7 Joint Venture**

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

Note: JVs/ Consortia be allowed in all contracts of estimated cost of more than Rs.10 crores. However, there shall be a maximum of 3 number of partners.

### **3.8 Subcontracting (Refer Clause 'A' of Sec-5)**

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

### **3.8.2 Other Contractor (Refer Clause 'A' of Sec-5)**

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

### **3.9 Personnel (Refer Clause 'A' of Sec-5)**

**3.9.1** The contractor shall employ the key personnel named in the schedule of key personnel as referred to in the contract Data to carry out the functions stated in the schedule or other personnel approved by the Nodal officer or his nominee. The Nodal Officer or his nominee will approve any proposed replacement of key personnel only if their qualifications, abilities, and relevant experience are substantially equal or better than those of the personnel listed in the schedule.

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

### **3.10 Employer's and Contractor's Risks**

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

### **3.11 Employers Risks**

**3.11.1** The Employers risks are

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

the Permanent Works, except as may be provided for in the Contract;

- (c) Loss or damage to the extent that it is due to the design of the Works, other than any part of the design provided by the Contractor or for which the Contractor is responsible; and
- (d) Any operation of the forces of nature (in so far as it occurs on the Site) which an experienced contractor:
  - (i) could not have reasonably for seen, or
  - (ii) Could reasonably have foreseen, but against which he could not reasonably have taken at least one of the following measures.
    - A. Prevent loss or damage to physical property from occurring by taking appropriate measures, or
    - B. Insure against.

### **3.12 Contractor's risks**

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

### **3.13 Insurance**

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

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

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

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

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

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

**3.14 Site Investigation Reports**

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

**3.15 Queries about the Contract Data**

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

**3.16 Contractor to Construct the Works**

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

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

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

**3.18 Approval by the Nodal Officer or his nominee**

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

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

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

**3.18.4** NIL

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

**3.19 Safety**

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

**3.20 Discoveries**

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

**3.21 Possession of the Site**

**3.21.1** The Employer shall give possession of all parts of the Site to the Contractor, free from



encumbrances. If possession of a part is not given by the date stated in the Contract Data, the Employer is deemed to have delayed the start of the relevant activities and this will be a Compensation Event. **(Refer Clause 'A' of Sec-5)**

### **3.22 Access to the Site**

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

### **3.23 Instructions**

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

### **3.24 Disputes**

**3.24.1** If the Contractor believes that a decision taken by the Nodal Officer or his nominee was either outside the authority given to the Nodal Officer or his nominee by the Contract or that the decision was wrongly taken, the decision shall be referred to the conciliator within 28 days of the notification of the Nodal Officer or his nominee's decision. **(Refer Clause 'A' of Sec-5)**

### **3.25 Settlement of Disputes (Refer Clause 'A' of Sec-5)**

**3.25.1** If a dispute of any kind whatsoever arises between the Employer and the Contractor in connection with, or arising out of the Contract or the execution of the Works, whether during the execution of the Works or after their completion and whether before or after repudiation or after termination of the Contract, including any disagreement by either party with any action, inaction, opinion, instruction, determination, certificate or valuation of the Nodal Officer or his nominee, the matter in dispute shall, in the first place be referred to the Disputes Review Board [DRD] in case of contracts valuing more than Rs.5 crores and above, and for contracts valuing less than Rs.5 crores, the disputes will firstly be settled by the Conciliator, failing which any party may invoke arbitration clause. Unless the Contract has already been repudiated or terminated or frustrated the Contractor shall in every case, continue to proceed with the Works with all due diligence and the Contractor and the Employer shall give effect forthwith to every decision of the Nodal Officer or his nominee unless and until the same shall be revised, as hereinafter provided, by the conciliator or in a Dispute Review Board recommendation / Arbitral Award.

### **3.25.2 Decision by Conciliator**

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

### **3.25.3 Arbitration**

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

- (i) A dispute with Dispute review expert shall be finally settled by arbitration in accordance with the Indian Arbitration and Conciliation Act, 1996, or any statutory amendment thereof. The arbitral tribunal shall consist of 3 arbitrators, one each to be appointed by the Employer and the Contractor, and the third to be appointed by the mutual consent of both the arbitrators, failing which by making a reference to CIDC- SIAC Arbitration Centre from their panel.
- (ii) Neither party shall be limited in the proceeding before such arbitrations to the evidence nor did arguments already put before the Nodal Officer or his nominee or the Board, as the case may be, for the purpose of obtaining said recommendations/decision. No such recommendations/decision shall disqualify the Nodal Officer or his nominee or any of the members of the Board, as the case may be, from being called as a witness and giving evidence before the arbitrators or any matter whatsoever relevant to the dispute.
- (iii) The reference to arbitration shall proceed notwithstanding that the works shall not then be or be alleged to be complete, provided always that the obligations of the Employer, the Nodal Officer or his nominee and the Contractor shall not be altered by reason of the arbitration being conducted during the progress of the works. Neither party shall have been titled to suspend the works to which the dispute relates, and payment to the contractor shall be continued to be made as provided by the contract.
- (iv) If one of the parties fails to appoint its arbitrator in pursuance of sub-clause [i], within 14 days after receipt of the notice of the appointment of its arbitrator by the other party, then chairman of the nominated Institution shall appoint arbitrator within 14 days of the receipt of the request by the nominated institution. A certified copy of the chairman's order, making such an appointment shall be furnished to both the parties.
- (v) Arbitration proceedings shall be held at, and the language of the arbitration proceeding

and that of all documents and communications between the parties shall be 'English'

(vi) The decision of the majority of arbitrators shall be final and binding upon both parties. The expenses of the arbitrators as determined by the arbitrators shall be shared equally by the Employer and the Contractor. However, the expenses incurred by each party in connection with the preparation, presentation, etc. of its case prior to, during and after the arbitration proceedings shall be borne by each party itself.

(vii) All arbitration awards shall be in writing and shall state the reasons for the award.

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

### **3.26 Replacement of Conciliator (Refer Clause 'A' of Sec-5)**

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

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

## **B. TIME CONTROL**

### **3.27 Program**

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

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

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

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

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

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

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

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

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

### **3.31 Management Meeting**

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

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

### **3.32 Early warning**

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

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

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

## **C. QUALITY CONTROL**

### **3.33 Identify Defects**

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

### **3.34 Tests**

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

### **3.35 Correction of Defects**

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

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

### **3.36 Uncorrected Defects**

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

## **D. COST CONTROL**

### **3.37 Bill of Quantities**

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

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

### **3.38 Changes in the Quantities**

**3.38.1** If the final quantity of the work done differs from the quantity in the Bill of Quantities for the particular item by more than +25 percent provided the change exceeds + 10% of initial Contract Price, the Nodal Officer or his nominee shall adjust the rate (s), to allow for the change, in accordance with Clause 3.40.

**3.38.2** The Nodal Officer or his nominee shall not adjust rates from changes in quantities if thereby the initial Contract Price is exceeded by more than 15 percent except with prior approval of the Employer.

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

### **3.39 Variations**

**3.39.1** All Variations shall be included in updated programs produced by the Contractor.

### **3.40 Payment for Variations**

**3.40.1** Variation permitted shall not exceed +25% in quantity of each individual item, and +10% of the total contract price, within 14 days of the date of instruction for executing varied work, extra work or substitution, and before the commencement of such work, notice shall be given either (a) by the contractor to the Employer of his intention to claim the extra payment or a varied rate or price, or (b) by the Employer to the contractor of his intention to vary rate or price. **(Refer Clause 'A' of Sec-5)**

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

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

**3.40.3** For items in the Bill of quantities but where quantities have increased beyond the variation limits, the rate payable for quantity in excess of the quantity in the Bill of Quantity plus the permissible variation should be: **(Refer Clause 'A' of Sec-5)**

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

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

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

### **3.41 Cash flow forecasts**

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

### **3.42 Payment Certificates**

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

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

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

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

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

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

### **3.43 Payments**

**3.43.1** Bills shall be prepared and submitted by the Contractor, joint measurements shall be taken continuously and need to be connected with billing stage. System of 4 copies of measurements, one each for Contractor, Employer and Nodal Officer or his nominee, and signed by both Contractor and Employer shall be followed.

**3.43.2** 75% of bill amount shall be paid within 14 days of submission of the bill. Balance amount of the verified bill should be paid within 28 days of the submission. **(Refer Clause 'A' of Sec-5)**

**3.43.3** For delay in payment beyond the periods specified in 3.43.2 above, interest at a pre-specified rate (suggested rate **SBI PLR + 2%**) p.a as on due date of payment) should be paid. **(Refer Clause 'A' of Sec-5)**

**3.43.4** Contractor shall submit final Bill within 60 days of issue of defects liability certificate. Client's Nodal Officer or his nominee shall check the bill within 60 days after its receipt and return the bill to Contractor for corrections, if any 50% of undisputed amount shall be paid to the contractor at the stage of returning the bill. **(Refer Clause 'A' of Sec-5)**

**3.43.5** The Contractor should re-submit the bill, with corrections within 30 days of its return by the Nodal Officer or his nominee. The re-submitted bill shall be checked and paid within 60 days of its receipt. **(Refer Clause 'A' of Sec-5)**

**3.43.6** Interest at a pre-specified rate (suggested rate SBI PLR+ 2% p.a. as on due date of payment) shall be paid if the bills is not paid within the time limit specified above. **(Refer Clause 'A' of Sec-5)**

**3.43.7** If an amount certified is increased in later certificates as a result of an award by the Conciliator or an Arbitrator, the Contractor shall be paid interest upon the delayed payment as set out in this clause. Interest shall be calculated from the date upon which the increased amount would have been certified in the absence of dispute. **(Refer Clause 'A' of Sec-5)**

**3.43.8** Items of the Works for which no rate or price has been entered in will not be paid for by the employer and shall be deemed covered by other rates and prices in the Contract.

**3.44 Compensation Events (Refer Clause 'A' of Sec-5)**

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

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



(l) Other Compensation Events listed in the Contract Data or mentioned in the contract.

(m) Whenever any compensation event occurs, the contractor will notify the employer, within 14 days and provide a forecast cost of the compensation event.

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

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

**3.45 Tax (Refer Clause 'A' of Sec-5)**

**3.45.1** The rates quoted by the Contractor shall be deemed to be inclusive of the sales and other taxes that the Contractor will have to pay for the performance of this Contract. The Employer will perform such duties in regard to the deduction of such taxes at sources as per applicable law. Any new Taxes, levies, duties imposed after signing the Contract shall be reimbursed by the employer on production of documentary evidence.

**3.46 Currencies**

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

**3.47 Price Adjustment (Refer Clause 'A' of Sec-5)**

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

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

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

Where,

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

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

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

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

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

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

**3.47.2 NIL**

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

**SUBSEQUENT LEGISLATION**

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

**3.48 Retention**

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

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

**3.49 Liquidated damages**

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

(i) The owner if satisfied, that the works can be completed by the contractor within a

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

- (ii) The owner, if not satisfied that the works can be completed by the contractor, and in the event of failure on the part of the contractor to complete work with in further extension of time allowed as aforesaid, shall be entitled, without prejudice to any other right, or remedy available in that behalf, to rescind the contract.
- (iii) The owner, if not satisfied with the progress of the contract and in the event of failure of the contractor to recoup the delays in the mutually agreed time frame, shall be entitled to terminate the contract. In the event of such termination of the contract as described in clauses 3.49A (ii) or 3.49A (iii) or both the owner shall be entitled to recover L.D. up to ten per cent (10%) of the contract value and forfeit the security deposit made by the contractor besides getting the work completed by other means at the risk and cost of the contractor.
- (iv) The ceiling of LD shall be 10% of the cost of work.
- (v) In case part / portions of the work can be commissioned and port operates the portion for commercial purpose, the rate of LD will be restricted to the uncompleted value of work, the maximum LD being on the entire contract value.

**Note:** Contract price (Excl. GST) for LD shall be inclusive of tender price plus taxes and duties.

### **3.50 Incentives or Bonus (Refer Clause 'A' of Sec-5)**

For early completion of the contract before the stipulated date of completion of work an incentive amount at the rate of 0.25 % contract price may be paid to the Contractor for every fortnight of early completion, subject to a maximum of cap of 5% of the contract price.

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

### **3.51 Advance payment Mobilization Advance (Refer Clause 'A' of Sec-5)**

- (a) The Mobilization advance shall not be sanctioned in less than two installments. The second installment is sanctioned only after proper utilization of advance disbursed in first phase and a certification to this effect by E-I-C.
- (b) The advance shall be limited to 10% of tendered amount.
- (c) Interest free advance shall not be granted, Rate of interest shall be SBI Lending rate +2%
- (d) The mobilization advance shall be released only after obtaining a bank Guarantee bond from a nationalized bank for 110% (as per latest CVC directions) of amount of advance

to be released and valid for the contract period. This shall be kept renewed time to time to cover the balance amount and likely period to complete recovery together with interest.

- (e) The original bank guarantee should be received by DPA directly from the issuing authority by Registered Post [AD]. However, in exceptional cases, where the guarantee is handed over to the customer for any genuine reasons, the branch should immediately send by Registered Post [AD] an unstamped by the E-I-C.
- (f) The interest on the advance shall be calculated from the date of payment to the date of recovery, both days inclusive
- (g) It shall be ensured that at any point of time, Bank Guarantee is available for the amount of outstanding advance.
- (h) The recovery should be commenced after 10% of work is completed and the entire amount together with interest shall be recovered by the time 80% of the work is completed. However, the interest recovery shall be effected immediately from the 1st release of payments towards execution of the work.
- (i) If the contractor fails to achieve the targeted progress at the end of 50% of time period the mobilization advance may be recovered by encashing the bank guarantee, provided no hindrance/delay was caused by the department.

### **3.52 Performance Securities (Refer Clause 5.78 of Sec-5)**

Security deposit shall consist of two parts; a) Performance Guarantee to be submitted at award of work, and b) Retention money to be recovered from Running Bills.

Security Deposit/ Performance guarantee shall be 10% of Contract price of which 5% of contract price should be submitted as FDR or Insurance Surety Bond / Bank Guarantee of Nationalized/scheduled bank (except Co-operative) Banks having its branch at Gandhidham, and BG should remain valid for 60 (Sixty) days beyond the date of completion of all contractual obligation of the concern contract including Defect liability period or Digital transfer within (21 days in case of domestics bid and within 28 days in case of global bids) of receipt of letter of acceptance and balance 5% recovered as Retention Money from Running Bills. Recovery of 5% of Retention Money to commence from the first bill onwards @ 5% of bill value from each bill. Retention Money be refunded within 14 days from the date of payment of final bill. Balance SD to be refunded immediately not later than 14 days from completion of defect liability period, (Subject to fulfilment of clause no 5.24), NOC from Geology and Mining Department, Bhuj/Anjar & Payment of welfare cess for final bill.

In addition to performance security (usually five percent), contracts for works usually provide for a percentage (usually five percent) of each running bill (periodic/interim payment) to be withheld as security deposit/retention money until final acceptance. The earnest money instead of being released may form part of the security deposit.

The contractor may, at his option, replace the retention amount with an unconditional BG from a bank acceptance to the procuring entity at the following stages;

- I. After the amount reaches half of the value of the limit of retention money and
- II. After the amount reaches the maximum limit of retention money. One-half of the retention

money (of BG, which replaced retention money) shall be released on the issue of the taking-over certificates (TOCs) are issued in parts, then in such proportions as the engineer may determine, having regard to the value of such part or section. The other half of the retention money (or BG, which replaced the retention money) shall be released upon expiration of 365 days after the DLP of the work or final payment, whichever is earlier on certification by the engineer. In the event of different applicable to different defect liability periods being applicable to different sections or parts, the expiration of defect liability period shall be the latest of such periods.

In case of JV, the BG towards performance security shall be provided by all partners in proportion to their participation.

Failure of the successful bidder to comply with the requirements of above shall constitute sufficient grounds for cancellation of the award of work and forfeiture of the Bid security.

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.

**3.53 NIL**

**3.54 Cost of Repairs**

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

**E. FINISHING THE CONTRACT**

**3.55 Completion**

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

**3.56 Taking over**

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

**3.57 Final Account**

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

undisputed amount to the contractor.

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

### **3.58 Operating and Maintenance Manuals**

**3.58.1** If "as built" Drawings and /or operating and maintenance manuals are required, the contractor shall supply them by the dates stated in the Contract Data.

**3.58.2** If the contractor does not supply the drawings and /or manuals by the dates stated in the contract data, or they do not receive the Nodal Officer or his nominee's approval, the Nodal Officer or his nominee shall withhold the amount stated in the contract data from payments due to the contractor.

### **3.59 Termination**

**3.59.1** The employer or the Contractor may terminate the contract if the other party causes a fundamental breach of the contract.

**3.59.2** Fundamental breaches of contract include, but shall not be limited to the following:

- (a) The contractor stops work for 28 days when no stoppage of work is shown on the current program and the stoppage has not been authorized by the Nodal Officer or his nominee.
- (b) The Nodal Officer or his nominee instructs the contractor to delay the progress of the work and the instruction is not withdrawn within 28 days.
- (c) The employer or the contractor becomes bankrupt or goes into liquidation other than for a reconstruction restructure or amalgamation.
- (d) A payment certified by the Nodal Officer or his nominee is not paid by the employer to the contractor within 50 days of the date of the Nodal Officer or his nominee's certificate.
- (e) The Nodal Officer or his nominee gives Notice the failure to correct a particular defect is a fundamental breach of contract and the contractor fails to correct it within a reasonable period of time determined by the Nodal Officer or his nominee.
- (f) The contractor does not maintain a security which is required.
- (g) The contractor has delayed the completion of works by the number days for which the maximum number of liquidated damages can be paid as defined in the contract data and
- (h) If the contractor, in the judgment of the employer has engaged in corrupt or fraudulent practices in competing for or in the executing the contract.
- (i) If the contractor has contravened clause 1.37 and clause 3.9 of condition of contract. For the purpose of this paragraph: "corrupt practice" means the offering, giving receiving or soliciting of anything of value to influence the action of public officials in the procurement process or in contract execution. "Fraudulent practice" means a

misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the employer, and includes collusive practice. Bidders (prior to or after bid submission) designed to establish bid prices at artificial non- competitive levels and to deprive the employer of the benefits of free and open competition”.

**3.59.3** When either party to the contract gives notice of a breach of contract to the Nodal Officer or his nominee for a cause other than those listed under sub Clause. 3.59.2 Above, the Nodal Officer or his nominee shall decide whether the breach is fundamental or not.

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

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

### **3.60 Payment upon Termination**

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

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

### **3.61 Property**

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

### **3.62 Release from Performance**

**3.62.1** If the Contract is frustrated by the outbreak of war or by other event entirely outside the

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

### **3.63 NIL**

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

### **1. LABOUR**

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

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

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

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

The Contractor shall keep the Employer indemnified in case any action is taken against the employer by competent authority on account of contravention of any of the provisions of any Act or rules made there under, regulations or notifications including amendments. If the Employer is caused to pay or reimburse such amounts as may be necessary to cause or observe, or for non-observance of the provisions stipulated in the notifications/bye laws/Acts/Rules /regulations including amendments, if any, on the part of the Contractor the Nodal Officer or his nominee/Employer shall have the right to deduct any money due to the Contractor including his amount of performance security. The Employer/Nodal Officer or his nominee shall also have right to recover from the Contractor any sum required or estimated to be required for making good the loss or damage suffered by the Employer. The employees of the Contractor and the Sub-Contractor in no case shall be treated as the employees of the Employer at any point of time.

### **3.64 INTEGRITY PACT**

#### **INTEGRITY PACT IN DEENDAYAL PORT AUTHORITY**



The Central Vigilance Commission (CVC) has been promoting integrity, transparency, equity and competitiveness in transactions by various organizations of the Government of India. Public procurement is an area of concern for the CVC, and many steps have been taken to put proper systems in place. In this context, Integrity Pact (IP), a tool conceptualized and promoted by Transparency International, an international NGO, aimed at preventing corruption in public contracting, has been found useful. It has been decided by Ministry of Shipping that all organizations under the Ministry will implement IP. IP should cover every tender / procurement above a specified threshold value. The threshold value of contracts / procurements / transactions incorporating IP would be such that it covers 90% by value of all contracts / procurements / transactions of the organization in the last 3 years. Presently the threshold is fixed as Rs.50 Lakhs. IP essentially envisages an agreement between prospective vendors / bidders, and Deendayal Port Authority, committing the persons / officials of both sides not to resort to any corrupt practice in any aspect of the contract at any stage. Only those vendors / bidders, who commit themselves to IP with DPA, would be considered competent to participate in the bid process. Any violation would entail disqualification of the bidders and exclusion from future business dealings. IP, in respect of a particular contract should cover all phases of the contract, from the stage of Notice inviting Tender (NIT) / pre-bid stage, till the conclusion of the contract, i.e. final payment or the warranty / guarantee period. IP would be implemented through Independent External Monitor (IEM), who are eminent persons appointed by the organization, with approval of CVC. The term of appointment for an IEM would be 3 years. Name of the IEM will be mentioned in NIT. The IEM would review independently and objectively assess, as to whether and to what extent parties have complied with their obligations under the IP. IEM would have access to all contract documents, whenever required. The bidders may raise disputes / complaints if any, with the IEM. The IEM would examine complaints received by them and give their recommendations / views to the Chairman of Port Authority. Recommendations of IEM would be in the nature of advice and would not be legally binding.

Their role is independent in nature and the advice once tendered would not be subject to review at the request of the organization. Shri Amiya Kumar Mohapatra, IFoS (Retd.) and Dr. Gopal Dhawan, Ex-CMD, MECL, has been appointed IEM by DPA from 2024. Draft condition to be incorporated in the Draft Tender papers 1) Then bidder has to execute Integrity pact agreement with Deendayal Port Authority (As per Appendix ) Shri Amiya Kumar Mohapatra, IFoS (Retd.) and Dr. Gopal Dhawan, Ex-CMD, MECL has been nominated as Independent External Monitor for Integrity Pact whose address is as under;

1. **Shri Amiya Kumar Mohapatra, IFoS (Retd.)**  
Qrs. No. 5/9, Unit-9, Bhoi Nagar,  
**Bhubaneswar-751 022**  
Mobile no. 9437002530  
Email: [amiyaiifs@gmail.com](mailto:amiyaiifs@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](mailto:gdhawangeologist@gmail.com)

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.

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 dully 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

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

- (a) Workmen Compensation Act 1923: - The act provides for compensation in case of injury by accident arising out of and during the course of employment.
- (b) Payment of Gratuity Act 1972: - Gratuity is payable to an employee under the Act on satisfaction of certain conditions on separation if an employee has completed 5 years' service or more on death at the rate of 15 days' wages for every completed year of service. Act is applicable to all establishments employing 10 or more employees.
- (c) Employees P.F and Miscellaneous Provision Act 1952: - The Act Provides for monthly contribution by the employer plus workers @ 12%/8.33%. the benefits payable under the Act are:
  - (i) Pension to family pension retirement or death, as the case may be. (ii) Deposit linked insurance on the death in harness of the worker, (iii) payment of P.F accumulation on retirement/death etc.
- (d) Maternity Benefit Act 1951: - The Act provides for leave and some other benefits to workmen/ employees in case of confinement or miscarriage etc.
- (e) Contract Labour (Regulation & Abolition) Act 1970: - The Act provides for certain welfare measures to be provided by the Contractor to contract labour and in case the Contractor fails to provide, the same are required to be provided, by the Principal Employer by Law. The Principal Employer is required to take Certificate of Registration and the Contractor is required to take license from the designated Officer. The Act is applicable to the establishments or Contractor of Principal Employer if they employ 20 or more contract labour.
- (f) Minimum Wages Act 1948: - The Employer is supposed to pay not less than the Minimum Wages fixed by appropriate Government as per provisions of the Act if the employment is a scheduled employment Construction of Buildings, Roads, Runways are scheduled employment.
- (g) Payment of Wages Act 1936: - It lays down as to by what date the wages are to be paid when it will be paid and what deductions can be made from the wages of the workers.
- (h) Equal Remuneration Act 1979: - The Act provides for payment of equal wages for work of equal nature to Male and Female workers and for not making discrimination against Female employees in the matters of transfers, training and promotions etc.
- (i) Payment of Bonus Act 1965: - The Act is applicable to all establishments employing 20 or more employees. The Act provides for payments of annual bonus subject to a minimum of 8.33% of wages and maximum of 20% of wages to employees drawing Rs.3500/- per month or less. The bonus to be paid to employees getting Rs.2500/- per

month or above up to 3500/- per month shall be worked out by taking wages as Rs.2500/- per month only. The Act does not apply to certain establishments. The newly set-up establishments are exempted for five years in certain circumstances. Some of the State Governments have reduced the employment size from 20 to 10 for the purpose of applicability of this Act.

- (j) Industrial Disputes Act 1947: - The Act lays down the machinery and procedure for resolution of industrial disputes, in what situations a strike or lockout becomes illegal and what are the requirements for laying off or retrenching the employees or closing down the establishment.
- (k) Industrial Employment's (Standing Orders) Act 1946: - It is applicable to all establishments employing 100 or more workmen (employment size reduced by some of the States and Central Government to 50). The provides for laying down rules governing the conditions of employment by the Employer on matters provided in the Act and get same certified by the designated Authority.
- (l) Trade Unions Act 1926: - The Act lays down the procedure for registration of trade union of workmen and employers. The Trade Union registered under the Act have been certain immunities from civil and criminally abilities.
- (m) Child Labour (Prohibition & Regulation) Act 1986: - The Act prohibits employment of children below 14 years of age in certain occupations and processes and provides for regulation of employment of Children in all other occupations and processes. Employment of Child Labor is prohibited in Building and Construction Industry.
- (n) Inter-State Migrant Workmen's (Regulation of Employment & Conditions of Service) Act 1979: -  
The Act is applicable to an establishment which employs 5 or more inter-state migrant workmen through an intermediary (who has recruited workmen in one state for employment in the establishment situated in another state). The Inter- State migrant workmen, in establishment to which this Act becomes applicable, are required to be provided certain facilities such as housing, medical aid, travelling expenses from home upon the establishment and back, etc.
- (o) The Building and Other Construction workers (Regulation of Employment and Conditions of Service Act 1996 and the Cess Act of 1996: - All the establishments who carry on any building or other construction work and employs 10 or more workers are covered under this Act. All such establishments are required to pay cess at the rate not exceeding 2% of the cost of construction as may be modified by the Government. The Employer of the establishment is required to provide safety measures at the Building or Construction work and other welfare measures, such as Canteens, First- Aid facilities. Ambulance, Housing accommodations for workers near the work place etc. The Employer to whom the Act applies has to obtain a registration certificate from the Registering Officer appointed by the Government.
- (p) Factories Act 1948: - The Act lays down the procedure for approval at plans before setting up a factory, health and safety provisions, welfare provisions, working hours, annual earned leave and rendering information regarding accidents or dangerous occurrence to designated authorities. It is applicable to premises employing 10 persons or more with aid of power or 20 more persons without the aid of power engaged in manufacturing process.

**Contractor**

**Executive Engineer (H)**

**Deendayal Port Authority**

## **SECTION 4**

### **CONTRACT DATA**

## CONTRACT DATA

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

The following documents are also part of the contract clause reference

|                                   |       |      |
|-----------------------------------|-------|------|
| The schedule of other contractors | (3.8) | N.A. |
| The schedule of key personnel     | (3.9) | N.A. |

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

The employer is  
Chairman,  
Deendayal Port Authority

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

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

The nodal officer or his nominee is

EXECUTIVE ENGINEER (H),  
HARBOUR DIVISION,  
DEENDAYAL PORT AUTHORITY,  
NIRMAN BHAVAN, ROOM NO. 101,  
1<sup>ST</sup> FLOOR, NEW KANDLA – 370 210  
KUTCH DISTRICT,  
GUJARAT STATE, INDIA

Nodal officer's authorized representative is AXEN / AE

The conciliator appointed jointly by the employer and contractor is: **(Not Applicable)**

Name:- **Not Applicable**

Address:- **Not Applicable**

The name and identification number of the contract is **"Development of car carrier facility at cargo berth no.01 at Kandla"**

The works consist of **"Development of car carrier facility at cargo berth no.01 at Kandla"**

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

The intended completion date for the whole of the work is **18 (Eighteen) Months.**

The following documents also form part of the contract

The contractor shall submit a program for the works immediately after delivery of the letter of acceptance.

The site possession dates shall be given after the award of work. The defect liability period is 12 Months (3.35). The minimum insurance cover for physical property, injury and death is **Rs.20.00 lakhs** per occurrence with the number of occurrences limited to four. After each occurrence, contractor will pay additional premium necessary to make insurance valid for four occurrences always.

Appointing authority for the Arbitrator is Chairman, DPA.

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

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

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

The language of the contract documents is English (3.3)

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

The currency of the contract is Indian rupees (3.46)

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

Appointing authority for the Arbitrator is Chairman, DPA. Escalation is

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

## **SECTION 5**

### **SPECIFICATIONS AND SPECIAL CONDITIONS**

#### **FOR CIVIL WORKS**

## **A. SPECIAL CONDITIONS**

### **5.0 Special Condition**

The conditions of contract of Section 1 to 4 (hereinafter called as the General conditions) modified or added to by the following part i.e. Section-5, conditions of particular application which shall be read and construed with the General Conditions as if they were incorporated therewith.

In so far as any of the conditions of particular application may conflict or be inconsistent with any of the General Conditions, particular Section-5 shall prevail.

#### **5.01 The following clauses of the INSTRUCTION TO THE BIDDERS (Section- I) will not be applicable, which is superseded the earlier.**

- (a) Clause 1.4.1 (c), (d), (e) & (h), 1.4.2 (j)
- (b) Clause 1.4.4
- (c) Clause 1.8.2 (Bidding documents),
- (d) Clause 1.19.1(A), 1.19.2, 1.19.3, 1.20.1 (sealing and marking of bids)
- (e) Clause 1.22.2 (Modification of withdrawal of Bid)
- (f) Clause 1.23.2, 1.23.3, 1.23.4
- (g) Clause 1.26.4
- (h) Clause 1.27.1, 1.27.2 (Correction of errors)
- (i) Clause 1.35 (Advance payment)
- (j) Clause 1.36.1 (Conciliator)

#### **5.02 The following clauses of Section-II will not be applicable, which is superseded the earlier.**

- (a) The clauses c, d, g of the Specimen for form of Bid.
- (b) Table at Sr.No.7 of Information required by the employer (Section-2)

#### **5.03 The following clauses of the CONDITION OF CONTRACT (Section-III) will not be applicable, which is superseded the earlier.**

- (a) Clause 3.8 (Sub-contracting), 3.9 (Personnel)
- (b) Clause 3.21.1 (Possession of site)
- (c) Clause 3.24.1 (Disputes)
- (d) Clause 3.25.1, 3.25.2, 3.25.3 (Settlement of disputes, decision by Conciliation, Arbitration)
- (e) Clause 3.26.1 (Replacement of Conciliator), 3.40.1, 3.40.3
- (f) Clause 3.43.2, 3.43.3, 3.43.4, 3.43.5, 3.43.6, 3.43.7
- (g) Clause 3.44.1, 3.44.2, 3.44.3 (Compensation events)



- (h) Clause 3.45 (Tax), 3.47 (price Variation)
- (i) Clause 3.50 (Incentive or Bonus)
- (j) Clause 3.51 (Advance Payment)

**5.04 The following clauses (Section-4 to 8) will not be applicable, which is superseded.**

- (a) Conciliator is not applicable under contract date of (section-4)
- (b) Compensation Events and escalation in Contract Data (Section-4)
- (c) The form for Dispute Review Board Agreement (section-8) & Exception & Deviations (Section-8).
- (d) The form for specimen Bank Guarantee for advance payment (Section -8).
- (e) The form for specimen Bank Guarantee for stage payment (Section -8).

**5.05 The following Existing clauses are Modified as under;**

**(a) Section-1; Clause No. 1.4.2 d;** Major items of construction equipment available with the bidder

**(b) Section 2; Table 5** The list of Equipment available with bidder

**(c) Section 2 Table 6** Qualification and experience of key personnel available with the bidder. Attach biographical data.

**(d) Section-1; Clause No. 1.5.2; Section: Clause 3.7**

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

- i. A legally binding Joint venture / Consortium Agreement signed by authorized signatories of all the partners of the JV/Consortium, as per the proforma at section -8 shall be enclosed with the bid.
- ii. 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 of power- of- attorney for lead member of JV/ consortium at **Section -8**, which shall be duly authenticated by a notary public or equivalent certifying authority, shall be enclosed with the bid.
- iii. 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.
- iv. 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.
- v. 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.

- vi. Bid Security as required shall be furnished by Lead Member of Joint venture.
- vii. In case of a JV, the BG towards performance security shall be provided by all partners in proportion to their participation in the project.
- viii. 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.
- ix. Each partner must submit the complete documentation, or portions applicable thereto, required qualifying the firm for bidding.
- x. 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.
- xi. 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.
- xii. The Lead Partner shall be authorized to act on behalf of the JV/Consortium.
- xiii. All the correspondences between the Employer and the contractor shall be routed through the Lead Partner.
- xiv. 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.
- xv. 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.
- xvi. 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.
- xvii. 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.
- xviii. One of the partners of JV/Consortium should have downloaded the bid documents.

**5.06 Bidders are advised to consider the below points while submitting the offer:**

- i) If multiple bidders submit work experience showing the same/particular work, then such experience will be considered of Main Contractor.
- ii) If tendered/bidder completed the works in private organization as stipulated in Minimum Qualification Criteria (work experience) shall be considered only if CA certifying value of work done with TDS certificates (where applicable) / Bank statement will be required with respect to referred work is issued by Competent Authority needs to be enclosed by the tenderer along with the offer.
- iii) If the work is completed successfully and contract is under maintenance period, such works are considered as a completed works for evaluation purposes. In such cases, completion cost excluding AMC works shall be considered for evaluation purpose.
- iv) In case of any contract having material and labour components are controlled at different heads, in such cases the value of work indicated in work order and respective completion certificates only considered for experience.

- v) If the tenderer have successfully **Substantially completed** /completed the work (date of completion of work i.e. physically/actually completion irrespective of maintenance period) during last 7 years ending last day of month previous to the one in which applications are invited irrespective of date of commencement / start of work. Such experience of work is also considered for evaluation in work experience.
- vi) If the tenderer has executed "Similar works" in any Contract/Project/BOT Project/Turnkey Project etc. In those particular Projects/Contracts, if the cost of "**Similar Work**" means Construction of Marine Structures like Berth/Jetty/Quay/Wharf, etc. Allied structure if executed along with Berth/Jetty/Quay/Wharf, etc. including piling works meets the requirement of MQC, such experience shall also be considered for evaluation.
- vii) If the similar work is executed as sub-contractor, it is mandatory to upload the sub- contract permission letter obtained from the Govt./Public Sector officer in case work belongs to the Govt./Public Sector, or from the owner of the project in case work belongs to private organization. Also the completion certificate/form 3A authenticated by concern Govt./Public Sector officer or owner of the project shall be uploaded along with TDS certificate deducted from that particular work issued by the competent authority shall be submitted along with bid submission.

## **5.07 GST REGISTRATION**

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

## **5.08 GOODS & SERVICE (GST) CLAUSE**

The quoted rate of the tenderer shall be inclusive of all taxes and duties excluding applicable GST. The Contractor may raise GST invoice as monthly running bills notwithstanding the payment from DPA. The Contractor has to comply the GST remittance and filing as per statutory requirements. GST will be reimbursed separately on confirmation of credit in DPA GST Portal. DPA shall deduct TDS from the claim bill as per the statutory provisions of prevailing laws

- (i) The contractor shall quote the price exclusive of GST. The contractor shall quote prevailing GST rate separately, which shall be reimbursed by DPA after ascertaining necessary compliance as per Goods & Service Tax Act, 2017.
- (ii) All other duties, taxes, cess, applicable if any, shall be borne by the contractor.
- (iii) TDS under GST Act is required to be deducted @2% (1% CGST and 1% SGST or 2% IGST) or as admissible from payment /credit given to the contractor.
- (iv) The element of GST will not be considered for evaluation of financial purpose.
- (v) Contractor/service provider/supplier etc. has to ensure timely & proper filling of GSTR 1 so that Deendayal Port Authority can avail input tax credit in timely manner. In case DPA not allowed input credit due to failure of part of the contractor/service provider/supplier etc., it will be a financial loss to DPA & therefore same shall be recovered from the payment/deposit of the contractor/service provider/supplier.

Also change if any in the Government Policy or Amendment in Tax structure the same will be applicable from time to time.

### **5.08.1 TDS ON GST**

TDS provision under GST Acts, 2017 are in force from 01.10.2018 and accordingly TDS under GST Act will be deducted @ 2 % (1% CGST and 1 % SGST or 2 % IGST) from payment/ credit give to contractor/ professional and other for work order / contract exceeding Rs.2,50,000/-

## **5.09 INCOME TAX DEDUCTIONS FROM BILLS**

Income Tax deduction @ prevalent rate and surcharge/GST as applicable on the payments to the

contractor will be deducted from the bills as directed by the central board of director taxes, Ministry of finance, Government of India.

#### **5.10 POST TENDER MODIFICATION**

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

- 5.11** Contractor has to make his own arrangement for electric supply. The charges for electric supply consumption will be borne by contractor as per prevailing rates. The contractor has also to install his own generator etc. (if required) at his own cost and risk to meet with his full requirement of electric power.

#### **5.12 SCOPE OF WORK:**

##### **Outline of scope**

The proposed “**Development of Car Carrier facility at cargo Berth 01 at Kandla**” includes construction of a new approach trestle cum turning platform, fabrication and erection of Linkspan Bridge, fabrication and installation of a new floating pontoon, construction of linkspan support structure with guide pin piles, development of parking area, and replacement of bollards at existing Cargo Berth No. 01.

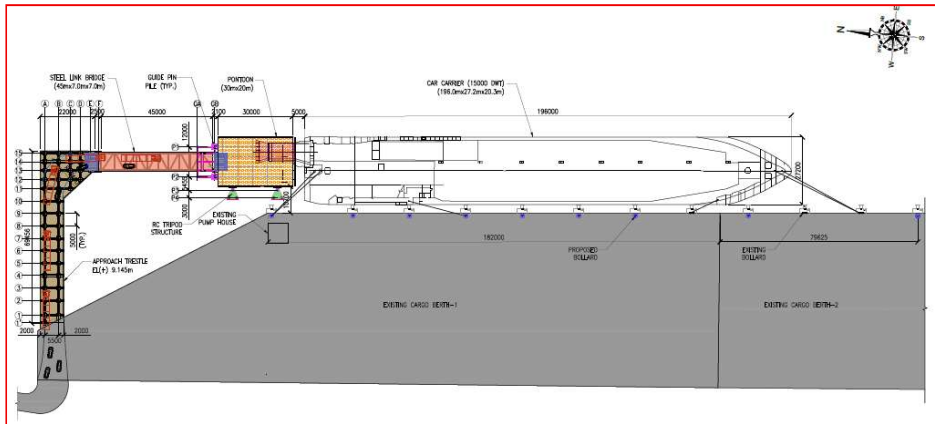
The development of the Car Carrier Berth facility broadly comprises the following work elements:

- Construction of **approach trestle cum turning platform** for vehicular access.
- Fabrication and erection of **steel linkspan bridge** for vehicle transfer between berth and pontoon.
- Fabrication, launching, towing, and installation of **new steel floating pontoon** with ballast compartments.
- Construction of **linkspan support structure and guide pin piles**.
- **Development of parking area** including pavement, drainage, markings, and associated facilities.
- **Replacement of existing bollards** at Cargo Berth No. 01 with new bollards of specified capacity.
- Provision of **fenders, lighting, utilities, and miscellaneous works** necessary for safe and efficient operation of the berth.

The methodology to be adopted for execution of the works and the order of precedence is described below.

##### **Sequence of Execution of works**

The proposed car carrier berth facility shall be executed in a phased and systematic manner to ensure safety, constructability, and minimum interference to existing port operations. The layout of proposed car carrier berth no.01 is shown in figure 5.1.



**Figure 5.1 Layout of proposed car carrier berth no.01**

The typical sequence of works shall be as follows:

**Stage 1:** Construction of approach trestle cum turning platform including piling, substructure, and superstructure works.

**Stage 2:** Construction of linkspan support structure and installation of guide pin piles.

**Stage 3:** Fabrication of Linkspan Bridge in fabrication yard and transportation to site.

**Stage 4:** Fabrication of new steel floating pontoon in fabrication yard, including ballast compartments, piping, and pumps.

**Stage 5:** Launching, towing, and positioning of the new pontoon at the designated berth location.

**Stage 6:** Erection and installation of Linkspan Bridge onto the support structure and pontoon, including alignment and load testing.

**Stage 7:** Development of parking area including pavement works, drainage, road furniture, markings, lighting, and associated utilities.

**Stage 8:** Replacement of bollards at existing Cargo Berth No. 01 and installation of fenders and ancillary fittings.

**Stage 9:** Testing, commissioning, inspections by statutory / classification authorities, and handing over of the facility.

Wherever feasible, fabrication activities shall be carried out in parallel with site construction activities to optimize the overall project schedule.

### **Detailed description of Scope works**

Detailed description of scope of work elements is given below.

#### **a) Construction of Approach Trestle cum Turning Platform**

- i) Setting out, survey, and geotechnical confirmation at site.
- ii) Procurement of construction materials including structural steel, reinforcement, concrete, bearings, and accessories as per specifications.
- iii) Construction of RC piles up to design toe level including boring, driving, concreting, and testing.
- iv) Construction of pile caps, piers / bents, and superstructure elements including precast / cast-in-situ girders and deck slab.
- v) Construction of turning platform including deck slab, crash barriers, kerbs, and wearing course suitable for heavy vehicle movement.
- vi) Provision of drainage, expansion joints, bearings, and protective works as per drawings and specifications.

#### **b) Fabrication and Erection of Linkspan Bridge**

- i) Procurement of structural steel including special through-thickness plates and sections as per approved drawings and specifications.

- ii) Fabrication of linkspan bridge structure in accordance with approved drawings using full penetration butt welds as per AWS D1.1 with pre-qualified welding procedures and approved welders.
- iii) Profile cutting of plates using CNC machines; manual gas cutting and chipping shall not be permitted except where specifically approved.
- iv) Assembly of trusses, deck system, and ancillary components with dimensional checks for alignment and tolerances.
- v) Trial assembly, inspection, and approval prior to dispatch to site.
- vi) Transportation to site, erection using suitable cranes / lifting arrangements, and installation onto support structure and pontoon.
- vii) Installation of bearings / sliding arrangements, deck fittings, and safety appurtenances.
- viii) Painting of the complete linkspan bridge as per specifications with anti-corrosive coating system.
- ix) Inspection, testing, and certification by the appointed classification / statutory authority (e.g., IRS or equivalent), including all fees, surveyor charges, and related expenses under the Contractor's scope.

**c) Fabrication and erection of new steel floating pontoon.**

- i) Procurement of structural steel as per specifications including special through thickness plates and pipes.
- ii) Fabrication of truss all in accordance with drawings using full penetration butt welds in accordance with AWS D1.1 using pre-qualified weld procedure and approved welders. Profile cutting of plates shall be using suitable CNC machine and manual chipping and cutting is not permitted.
- iii) Assembly of pontoon compartments and dimensional check for alignment and tolerances as specified in the specifications.
- iv) Welding and assembly of all parts of the pontoon including the sliding arrangement for the linkspan bridge.
- v) Painting the complete pontoon as per specifications with anti-corrosive painting.
- vi) Provision of cathodic protection using sacrificial anodes welded at the bottom and inside the compartments of the pontoon as per drawings.
- vii) Indian Register of Shipping (IRS) has been appointed as the classification society for approval of design. Hence, IRS shall be appointed by the contractor for Inspection/surveying/approval during fabrication, welding, and launching and commissioning and the same is under the scope of the contractor including payment to IRS for the purpose of inspection and certification, surveyor transport charges, daily inspection fee etc. shall be borne by the Contractor.
- viii) Launch the complete pontoon from the fabrication yard through suitable means as per the weight of the pontoon but not less than 1500 MT and tow it to the final location of installation including all permits for tow is under the scope of the contractor.

**d) Construction of Linkspan Support Structure and Guide Pin Piles**

- i) Procurement of structural steel piles / tubular members and accessories as per specifications.
- ii) Fabrication of piles including rolling, welding, and attachments in accordance with approved drawings and AWS D1.1 requirements.
- iii) Driving / boring of piles up to design toe level, ensuring specified verticality and positional tolerances.
- iv) Concreting inside piles with specified reinforcement where required.
- v) Installation of guide pin piles and support frames for the pontoon and linkspan arrangement.

**e) Provision and installation of cathodic protection system using sacrificial anodes as per drawings.**

- i) Painting of piles and exposed steel components with specified anti-corrosive coating system.
- ii) Final alignment checks and load transfer verification prior to installation of linkspan.

**f) Development of Parking Area**

- i) Site clearing, grading, and preparation of subgrade including removal of unsuitable material, compaction, and treatment of weak pockets as per specifications.
- ii) Construction of pavement structure suitable for heavy vehicle and car carrier traffic including sub-base, base course, and wearing course, comprising rigid or flexible pavement as specified, and/or paver block pavement in designated areas including bedding layer, edge restraints, and joint filling complete as per drawings and specifications.
- iii) Construction of drainage system including surface drains, longitudinal and cross drains, catch pits, manholes, and outfalls for effective storm water management of the parking and circulation areas.
- iv) Construction of compound wall / boundary wall including foundations, superstructure, gates, and security features as per drawings and specifications to enclose and secure the parking area.
- v) Construction of dust barriers including installation of steel components and steel sheets to restrict coal dust.
- vi) Installation of lighting system including high mast lighting towers, conventional lighting poles, LED luminaires, fixtures, control panels, cabling, earthing, and associated electrical works for adequate illumination of parking and circulation areas. Electrical connections shall be coordinated with the Port's electrical system as directed by the Engineer-in-Charge.
- vii) Provision of ancillary facilities such as fencing (where required in addition to compound wall), gates, guard rooms (if specified), traffic islands, and other traffic management and safety features as per drawings and specifications.

**g) Replacement of Bollards at Existing Cargo Berth No. 01**

- viii) Dismantling and removal of existing bollards including making good of the deck / berth surface.
- ix) Supply of new cast steel / cast iron bollards of specified Safe Working Load (SWL) as per drawings and specifications.
- x) Installation and fixing of bollards including anchor bolts, grouting, alignment, and load testing.
- xi) Painting / protective coating of bollards as per specifications.
- xii) Testing, inspection, and commissioning of bollards and submission of as-built drawings and test certificates

**h) Supply, install and commission the pumping system.**

- xiii) Procurement of LED light fittings of suitable illumination including FRP poles and fixtures for installation on the platform, pontoon and on the link span bridge. Electrical connection for this purpose shall be taken from nearby available MCB as directed by the Engineer in-charge and shall be coordinated with DPA electrical system. Any residual engineering required to complete the lighting system shall be carried out by the contractor.
- xiv) Procurement, supply, installation, and commissioning of centrifugal pumps as per specifications and Bill of quantities including connecting piping between the compartments for ballasting and de-ballasting of water. The pumps shall be installed into the pontoon compartment. Any residual engineering required to coordinate with the pump vendors, electrical connection and piping within the pontoon shall be carried out by the contractor.

**i) Supply, install and commission the fenders and bollards.**

- xv) Supplying, testing, fixing and installation of cast iron bollards of capacity 20 MT Safe Working Load as per drawings and specifications including the cost of bollard with all its accessories, all labour charges, transportation charges up to site and minor tools etc., complete.
- xvi) Supplying, testing, fixing and installation of Dipti Arch fender -DAV 1000H or equivalent system including cost of fender with all its accessories, steel fender frame, PTFE facial pads (low friction), chains, anchors including all labour charges, transportation charges up to site, installation and fixing of fenders on to the face of the pontoon and minor tools etc., complete.

### **5.13 Drawings and Its Approval**

- 5.13.1 Detailed Engineering and preparation of Good for Construction Drawings for the permanent facilities including construction of approach cum turning platform fabrication of new pontoon, construction of linkspan support frame and fabrication of linkspan shall be developed by the Design Consultant in conformity with the Specifications, Scope of works and Standards set forth in Clause 5.72.
- 5.13.2 Detailed design of the proposed development of car carrier facility has been carried out by the Design Consultant. Layout drawings, General arrangement drawings (GADs) and reinforcement details are issued for the purpose of tendering and the Approved for Construction (AFC) drawings will be issued only to the successful bidder. Subsequently, the AFC drawings for pile foundations and superstructure civil work may be revised based on site condition, geotechnical investigation to be carried out by the contractor at the proposed site, seabed condition, soil layers, and hard rock layers during the course of the project execution including changes due to comments from IRS or changes due to detailed engineering. Such changes shall not be construed as variation to scope of work except for payment as per the rate quoted by the contractor for the particular item. The pile termination level indicated in the AFC drawings are design depths and actual termination shall be decided upon using the criteria specified in the drawings. Contractor shall study the criteria before bidding and shall make sure the contractor proposed equipment is suitable to establish the required pile termination levels. The location, alignment or orientation of piles or mooring dolphins change due to navigational study or any other ground conditions shall not be treated as change to the scope of work and payment shall be made as per the rate quoted by the contractor for the particular item.
- 5.13.3 In respect of the Contractor's obligations with respect to the design and Drawings for the Project, the following shall apply:
  - (a) The AFC drawings issued to the contractor will not be revised at the request of the contractor to suit his construction methods or ease of construction. Such request shall not be entertained as it will have impact on the strength of permanent structures. No modification to the dimensions of permanent structure is permissible. No openings for cables and pipes are permitted in permanent structures. Contractor shall plan all such services within the space provided.
  - (b) Contractor shall carry out Construction enabling Engineering and prepare all the design, calculations, specifications and drawings whether pertaining to temporary works in conformity with the Scope of the Project, the Specifications and Standards and the Applicable Laws; The construction enabling engineering may include but not limited to the following.
    - i. Setting out of works based on preconstruction survey coordinates carried out by the Contractor and preparation of drawings and bench marks / levels.
    - ii. Preparation of drawings and calculations for construction enabling work such as clearing of earth, filling, trenching, slope stability, etc.
    - iii. Design and detailing of Piling Gantry and frame.
    - iv. Design and detailing of Jack up and its piling equipment.
    - v. Design and drawings for Floating Pontoon for transportation and erection of men and materials.
    - vi. Design and detailing of Temporary or permanent supports to pile, pile muff, precast elements, in-situ works, shuttering, piping supports etc.
    - vii. Bar bending schedule, mix design and reinforcement cage stability calculations etc.



- viii. Design, drawings and specifications of test pile, anchor pile, Pile testing frame, loading frame and test methods.
  - ix. Design and detailing of pile liner fabrication, lifting, joining, and driving scheme.
  - x. Design and detailing of reinforcement cage including joining of longitudinal bars during lifting and handling.
  - xi. Design and detailing of lifting frame for Lifting of precast elements.
  - xii. Design of Construction equipment support foundations.
  - xiii. Any other works to complete the project facility that has not been detailed in the AFC drawings.
- (c) Within 15 (fifteen) days of the receipt of the Construction enabling engineering Drawings, specifications, datasheets and calculations, the Engineer / Engineer's Representative shall review the same and convey its observations to the Contractor with particular reference to their conformity or otherwise with the Scope of the Project and the Specifications and Standards. The Contractor shall not be obliged to wait for the observations of the Engineer / Engineer's Representative on the Drawings submitted pursuant hereto beyond the said period of 15 (fifteen) days and may begin or continue works at its own discretion and risk; Provided, however that in case of a major structure or item that may affect the integrity of the proposed scheme, the aforesaid period of 15 (fifteen) days may be extended up to 30 (thirty) days;
- (d) the Contractor warrants that its designers, consultants, engineers, including any third parties engaged by it, shall have the required experience and capability and it shall indemnify the Employer against any damage, expense, liability, loss or claim, which the Employer might incur, sustain or be subject to arising from any breach of the Contractor's design responsibility and/or warranty set out in this Clause.
- 5.13.4 Any cost or delay in construction arising from review by the Engineer / Engineer's Representative shall be borne by the Contractor.
- 5.13.5 Works shall be executed in accordance with the AFC Drawings provided by the Nodal officer and engineering drawings provided by the Contractor and the observations of the Nodal officer thereon as communicated. Such Drawings shall not be amended or altered without prior written notice to the Nodal officer. If a Party becomes aware of an error or defect of a technical nature in the design or Drawings, that Party shall promptly give notice to the other Party of such error or defect.
- 5.13.6 Within 90 (ninety) days of the Project Completion Date, the Contractor shall furnish to the Employer and the Nodal officer a complete set of as-built Drawings, in 2 (two) hard copies and soft copy as may be acceptable to the Employer, reflecting the Project as actually designed, engineered and constructed forming part of Project.
- 5.14** Workmanship shall be the best possible quality and all work shall be carried out by skilled workmen except for those which normally require unskilled persons. If the laws of the local Government/Municipal of other authority require the employment of licensed or registered workmen for various trades, the contractor shall arrange to have the work done by such licensed/registered personnel.
- 5.15** All materials to be used in the works shall be subjected to inspection and test. Samples of all materials, proposed to be used, and in the permanent works shall be submitted to the Nodal officer or his nominee for approval before those are brought to site.

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

Samples required for approval and testing must be supplied allowing sufficient time for testing and approval, due allowance being made for the fact that if the first samples are rejected further samples shall be required. Delay in the execution of work due to late submission of samples will not be acceptable as -a reason for delay in the completion of the works. Materials shall be tested before dispatching to the site, where possible. Materials shall also be tested on the site and those may be rejected if found not suitable or not in accordance with the specifications notwithstanding the results

of tests at the contractor's work or elsewhere or of test certificates or of any approval given earlier.

- 5.16** All materials required to be used in the work shall be got tested from Port Laboratory or government approved NABL lab under supervision of Nodal Officer, Nominee or Technical Advisor and the charges there of shall be borne by the Contractor.
- 5.17** The contractor shall have to obtain necessary licence from the Assistant Labour Commissioner (Central) Gandhidham/Adipur/Gopalpuri in case he has to engage 10 or more workers on any day during the execution of work.
- 5.18** Before commencement of work the Nodal officer or his nominee and the Contractor shall jointly survey and record all ground levels on the site if required. The Contractor shall supply all necessary equipment and attendance for carrying out such surveys. The contractor shall prepare record drawings showing the agreed levels which shall be signed by the Nodal Officer or his nominee and the Contractor.
- 5.19** As the work progresses, inspection of cement, aggregate, reinforcing steel, structural steel etc. and testing of the material will be done by the Contractor in the presence of the Nodal officer or his nominee. The Contractor's concrete plant and materials stores shall be always made accessible to the Nodal officer or his nominee for inspection and for taking samples. The Contractor shall facilitate in all possible ways the inspection and testing of samples by the Nodal officer or his nominee, Labour shall be provided by the Contractor for carrying out the testing's.
- 5.20** The items mentioned in the BOQ shall be executed in the Kandla / Old Kandla area at any location required as per the directions of the EIC during the entire contract period.

**5.21 "Force Majeure (FM)"**

Conditions beyond control of either parties like war, hostility, acts of public enemy, civil commotion, sabotage, serious loss or damage by fire, explosions, epidemics, strikes, lockouts or acts of God come under the legal concept of Force Majeure, delays in performance of contractual obligations under influence of FM conditions are condonable by the other party without any right to termination or damages, provided, notice of the happening of any such event is given by the affected party to the other within 30 (thirty) days from the date of occurrence. Works under the contract shall be resumed as soon as practicable after such event has come to an end or ceased to exist. However, if such event continue for a period exceeding 120 days, either party may at its option terminate the contract by giving notice to the other party."

- 5.22** The contractor shall have to make good all damages done by him to structure nearby while executing the work and no extra payment shall be made to him on that account.
- 5.23** All the royalties of the materials, quarry fees, octroi, charges, sales tax etc. are payable by the contractor directly to the authorities concerned and the rates tendered shall be deemed to be inclusive of all such charges. If required by EIC contractor shall submit royalty slip of each and every quantity used for work during the bill submission
- 5.24** All royalties of materials, quarry fees, etc., payable by the contractor directly to the authority concern and rates tendered shall be deemed to be inclusive of all charges. Before claiming security deposit, contractor shall produce "No dues certificate" from the Geologist, Geology and mining department of Gandhidham/Anjar.
- 5.25** The contractor shall arrange to supply samples of coarse aggregate and fine aggregate etc. to the Port Laboratory for mix design for concreting works. Mixing of cement concrete works shall be on weigh batching basis as per IS. Requirement. The charges shall be borne by the contractor.

- 5.26** A Site Order book is to be maintained by the contractor at the site of work. Order and instructions written in the order book shall be deemed to have been legally issued to the contractor and the contractor shall sign each port promptly in the order book as a token of having seen the same. The order book shall be the property of the board and shall be handed over to the Nodal Officer or his nominee of the work in good condition on the completion of the work or whenever required by the Nodal Officer or his nominee.
- 5.27** The Contractor shall deposit / store any materials in such a way so as not to cause inconvenience to the employees / workers engaged on the Port activities and to nearby activities.
- 5.28** The stamp paper of requisite value shall be furnished by the contractor within 10 days from the date of issue of letter of acceptance, failing which he will not be permitted to start the work.
- 5.29** The value of the stamps to be affixed on the agreement shall be of appropriate value prescribed for bond as per latest provision of law enforced on the date of execution contract same shall be borne by the Contractor. However, if the contractor furnishes G.P. Notes or approved guarantees in respect of part of security deposit, the stamp duty chargeable for the amount shall be as prescribed for agreements and payable in accordance with latest provision by law in force at the time of execution of the contract. All the cost of the stamp duty shall be borne by the Contractor.
- 5.30** For execution of work, contractor may be permitted to construct temporary offices, store, labour room toilet etc. at his own cost along with necessary letter / drawing for the permission in written. Nothing will be paid for these purpose and before handing over the site on completion of the work, the contractor has to dismantle all these temporary structure erected by him. Completion certificate will be issued only after compliance of above aspects.
- 5.31** All the works until handed over to the Nodal Officer or his nominee shall stand at the risk of the contractor who shall be responsible to make good at his own cost all the losses and damage caused by or due to fires, weather, or any other reasons. The contractor shall hand over at the time of completion of work the work in good order and conditions and in conformity in every respect with the requirements of the contract and instructions of the Nodal Officer or his nominee.
- 5.32** All the precautions regarding the safety of the work shall have to be taken and the instruction of Engineer-in-charge in this respect shall have to be followed strictly.
- 5.33** During the execution of work, if dewatering is required the same is to be done by the contract or at his own cost and no claim on this account shall be pertained.
- 5.34** Contractor has to arrange for round the clock the vehicles i.e. car for the port officials to reach the place of duty till completion of work. Necessary fuel/ oil/ driver / maintenance etc., will have to be borne by the contractor.

**5.35 ARBITRATION**

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

appointed by him.

- (ii) It will be no objection to any such appointment that the arbitrator is an employee of the Board or the Government, that he had to deal with the matter to which the contract relates and that in course of his duties as an employee of the Board or the Government, he had expressed views on all or any of the matters in dispute or of different.
- (iii) 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.
- (iv) It is also a term of the contract that no person other than the Chairman himself or any officer appointed by him shall act as arbitrator.
- (v) It is a term of the contract that only such question and disputes as were raised during progress of work till its completion and not there after shall be referred to arbitration. However, this would not apply to the questions and disputes relating to liabilities of parties during the guarantee period after completion of the work.
- (vi) It is a term of the contract that the party invoking arbitration shall give a list of disputes with amounts of claim in respect of each said disputes along with the notice seeking appointment of arbitrator.
- (vii) It is also a term of the contract that if the contractor does not make any demand for appointment of arbitrator in respect of any claims/disputes in writing, as aforesaid, within 120 days of receiving the intimation from the Nodal officer or his nominee that the final bill is ready for payment, the claim of the contractor shall be deemed to have been waived and absolutely barred and the Port Authority shall be discharged and released of all liabilities under the contract in respect of these claims.
- (viii) 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.
- (ix) The award of the arbitrator shall be final, conclusive and binding on all the parties to the contract.
- (x) The arbitrator from time to time, with the consent of both the parties, enlarges the time for making and publishing the award.
- (xi) Arbitration shall be conducted in accordance with the provision of Indian Arbitration Act, 1996 or any statutory modifications or re-enactment thereof and rules made there under and for the time being in force shall apply to the arbitration proceedings under this clause.
- (xii) 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.
- (xiii) It is also a term of the contract that the arbitration shall be deemed to have been entered on the reference on the date he issued the first notice to both the parties calling them to submit their statement of claims and counter statement of claims.
- (xiv) Venue of the arbitration shall be such place as may be fixed by the arbitrator at his sole discretion".

**5.36** The Contractor has to carry out the site inspection and get acquainted with the work needs to be carried out before quoting. Available data in enclosed however, Contractor has to study in detail independently to assess the quantum and scope of work etc. if required.

**5.37** Some indication of nature and extent of the works have been given on the drawings and those are preliminary only. Quantities indicated in the Schedule of Items are tentative and are subject to change. All items of work shall be executed in accordance with the relevant specification annexed thereto and the provisions of the contract.

**5.38 SPECIAL CONDITIONS RELATING TO PONTOON.**

The Contractor shall provide following services unconditionally for the procurement, fabrication and installation of new pontoon at the car carrier facility.

- Contractor shall arrange a workshop of appropriate size and height with suitable crane for handling components of new and existing pontoon and fabricate the new pontoon and modify the existing pontoon in a covered area with controlled environment and all such arrangement shall be included in his work plan and no extra payment whatsoever will be made in this regard. The work plan shall include the fabrication of all these items during monsoon and rainy season.
- The Contractor shall carry out all necessary requirements at the beach front location including all required surveys at the RO-RO terminal to enable the safe launching of the new pontoon.
- Appointment of IRS as certification agency for the inspection and approval of the new pontoon, and its components during material procurement, fabrication and welding and launching and installation. The fee for the inspection and certification of new pontoon during the material procurement, fabrication and installation to the certification agency shall be paid by the Contractor.
- Contractor shall appoint IRS as the certification agency as IRS has been appointed for the plan approval by the employer/consultant.
- Sign an agreement with IRS for classification approval for the pontoon and linkspan during materials procurement, fabrication and installation.
- Allow unconditional access to surveyors of the appointed agency to the fabrication yard, storage yard for materials and site for inspection of materials, fabrication, welding and launching of linkspan and pontoon.
- Arrange transportation facility for the surveyors from the classification society to the point of inspection including location of material at yard, mill or any other sources and facilitate successful completion of inspection within the stipulated time.
- Payment of charges towards the inspection for the surveyor shall be made by the contractor as per the prevailing rates by the appointed agency.
- Contractor shall liaise with the surveyors for the number of visits during the inspection of materials, fabrication and installation and arrange according to the requirements.
- In case, any intermediate inspection is required by either employer or its representative / Employer's Engineer or by certification agency, the same shall be arranged by the Contractor and decision of employer in this regard is final.

**5.39 SPECIAL CONDITIONS RELATING TO LINKSPAN.**

The Contractor, shall provide following services unconditionally for the procurement, fabrication and installation of linkspan for the car carrier facility.

- Appointment of certification agency for the inspection and approval of the linkspan and its components during material procurement, fabrication and welding and launching and installation. The fee for the inspection and certification of linkspan to the certification agency shall be paid the Contractor.

- Contractor shall select the same certification agency appointed for the plan approval by the employer/consultant. The appointed agency for plan approval will be communicated to the Contractor.
- Sign an agreement with appointed agency for classification approval for the linkspan.
- Allow unconditional access to surveyors of the appointed agency to the fabrication yard, storage yard for materials and site for inspection of materials, fabrication, welding and launching of linkspan.
- Arrange transportation facility for the surveyors from the classification society to the point of inspection including location of material at yard, mill or any other sources and facilitate successful completion of inspection within the stipulated time.
- Payment of charges towards the inspection for the surveyor shall be made by the contractor as per the prevailing rates by the appointed agency.
- Contractor shall liaise with the surveyors for the number of visits during the inspection of materials, fabrication and installation and arrange according to the requirements.
- In case, any intermediate inspection is required by either employer or by certification agency, the same shall be arranged by the Contractor and decision of employer in this regard is final.

#### **5.40 PATENT RIGHTS & ROYALTIES**

The Contractor shall hold the Board, its officers, agents and employees absolved (or blameless) from liabilities of any other nature of kind on account of copyright or copyright composition, secret process, patented or unpatented inventions, article or appliances manufactured or used in the performance of this contract including their use by the Board unless otherwise specifically stipulated in this contract.

#### **5.41 WORKING HOURS**

Each Tenderer shall submit with his tender a programmed for execution of the work. The contractor has to carry-out the work as per general working hours except for declared closed holidays by the Port. However, based on progress of work, if required, round the clock work can be allowed after approval of Engineer-In-Charge.

#### **5.42 SETTING OUT**

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

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

#### **5.43 NOTICE OF ADDRESS**

The Contractor shall notify in writing to the Nodal Officer an address at Kandla/Gandhidham/Adipur for the service on the Contractor any communication or any notice to be given to him under the Contract and any such notice/communication to the Contractor shall be deemed to be duly served if sent by registered post to or left at such address or if delivered to the agent or representative of the Contractor. Any notice/communication to the Contractors shall also be deemed to be duly served if sent by registered Post to or left at the principal place of business or if the Contractor be a company the registered office of the Contractor or at the contractors last known address.

**5.44** It will be necessary of the contractor to provide insurance cover to his workers and his staff.

**5.45 Sub-Soil Data**

In the area covered by the Deendayal Port, if the nature of sub-soil is indicated in relevant tender drawing for guidance only. The tenderer shall satisfy him of the character and volume of work under the items and expected surface and/or sub- soil water to be encountered. Contractor must satisfy himself about the general conditions of the site and ascertain the existing and future obstruction likely to come up during the execution of the contract to carry out the work.

**5.46 PLANT**

The contractor shall be responsible for the supply, use and maintenance of all construction plant and equipment and he shall ensure that it is suitable for the work and is maintained in such a manner as to ensure its efficient working. The Nodal Officer or his nominee may direct that plant which is not efficient and is prejudicial to the quality of the work be removed from the site and replaced by plant to his satisfaction.

**5.47 QUALIFIED PERSONNEL**

Fully qualified and experienced concrete quality control Engineers shall be employed by the Contractor and shall be available on site at all times when important work is taking place. Operators for mechanical vibrators, mixers and foreman in charge of placing of concrete shall be fully trained and experienced in their classes of work.

**5.48 ALLOTMENT OF WORK SITE**

**1. SITE OF WORK.**

Site will be handed immediately after award of work. However, No claim / disputes what-so-ever for any reason if site is not handing over for starting the work at time. If the contractor suffers any delay the Nodal Officer or his nominee may grant at his discretion an extension of time for completion of work. However, no claim / disputes etc. arising out of extension of time so granted shall be entertained. No claim regarding extra payment/ escalation shall be allowed on account of such Extension. Hence, the contractor while filling up their rates in the tender should consider the above aspects unfailingly.

**2. WORKING AREA**

Area for setting up batching plant, pre-cast yard, laboratory, office, storage of steel and cement, reinforcement yard, etc. shall be provided if available with DPA. The area to be used with due care that no damage to be done to the existing structure. If any damage is done the contractor shall repair the portion in its original shape at his own cost.

Contractor has to make suitable platforms for stacking of materials and setting up of equipment. The necessary barricading, lights, sign boards and flags etc., wherever necessary has to be provided by the contractor.

**3. HUTMENT AREA FOR LABOURS**

Area for temporary hutments, canteens, crèche, etc. for labour shall be allotted free of cost. However, if any leveling/dressing as well as filling required in the said area, contractor has to carried-out the same at his own cost. The necessary barricading, lights, sign boards and flags etc., wherever necessary has to be provided by the contractor.

**5.49 WATCHING & LIGHTING**

The contractor shall in connection with the works, provide and maintain at his own expenses, all

lights, guards, fencing and watching when and where necessary or as required by the Nodal Officer or his nominee or by any Competent Statutory or other authority for preparation of works or for the safety and convenience of the public or others.

#### **5.50 ALLOTMENT OF SITE**

The Nodal Officer will, after the issue of written order to Contractor to commence the work, give to the contractor possession of so much of the site as in the opinion of the Nodal Officer may be required to enable the contractor to commence and proceed with the construction of the works in accordance with the programme submitted by the contractor and stated from time to time as the proceed, give to the Contractor possession of such portions of the site as may, in the opinion of the Nodal Officer or his nominee, be required to enable the contractor to proceed with the construction of the works without interruption if the work in accordance with the said programme. Nodal Officer reserves the right to take back from the contractor the portions of "Site" which, in the Nodal Officer's opinion, is considered unnecessary for the purpose of the "Works".

If the contractor suffers any delay from failure in accordance with the terms of this Clause, the Nodal Officer shall grant an extension of the time for completion of the work without financial repercussions on either side.

#### **5.51 CONSTRUCTION OF SITE OFFICES AND QA LABS**

Site offices shall be constructed by the contractor to facilitate working at site and to provide necessary facilities for maintenance of site records, drawings, plans, approved samples, codes and specifications, copy of agreement and detailed estimate etc. The necessary staff for maintaining the office records like store keeper, office assistant (2 Nos) has to be deputed by Contractor. Contractor shall also provide all office furniture, 2 Nos. Laptops, A.C on the work place/ site office. This staff shall work under the Nodal officer/ Site Engineer of department for carrying out necessary record keeping/ office work. The staff engaged shall have minimum qualification of Graduation with knowledge of operation of Computer. Along with site office the QA Lab need to be established by contractor for immediate testing of materials and design mix of concrete, soil parameters etc. if required, as directed by the E-I-C. This would depend on the nature of work and should be considered in the tender for works costing more than 2 crores, in which it would be necessary. The tests should be carried out in the presence of JE & AXEN/AEN and test checked by the E-I-C.

#### **5.52 PROGRESS PHOTOGRAPHS**

The contractor at his own cost shall supply to the Nodal Officer or his nominee two copies of color photographs of works in progress as directed by the Nodal Officer or his nominee from time to time. The negatives of the photographs shall become the property of the Port Authority. The photographs shall be half plate size. The photographs shall be mounted in albums and shall be suitably inscribed. Two albums shall be handed over to the Nodal Officer or his nominee. No prints of the negatives may be supplied to any person or persons without the permission of the Nodal Officer or his nominee.

#### **5.53 AMENDMENTS**

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

#### **5.54 INFLAMMABLE STORES**

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



or other accommodation and is to build all such storage to the proper requirement at his cost.

#### **5.55 FIRE HAZARDS**

The contractor shall be required to comply with the petroleum act 1934 and petroleum rules 1976 during progress of the construction work. If Fire watch services as required, shall be given free of cost but arrangement from Marine / Concerned Department shall have to be made by the Contractor.

#### **5.56 DEFECT LIABILITY:**

The defect liability period for the work is **12 months** from the date of completion of work as per completion certificate issued by the Engineer in charge. The contractor will be responsible to rectify all the defects observed during defect liability period at his own cost, failing which same will be rectified by the Engineer in charge and amount will be recovered from the performance security.

#### **5.57 DEFECT**

The Contractor shall be responsible for all the Defects and deficiencies, except usual wear and tear in the Project or any Section thereof, till the expiry of a period of 1 (one) year commencing from the date of Provisional Certificate (the "Defects Liability Period"). Provided that the Defects Liability Period shall in no case be less than 12 (twelve) months from the date of Completion Certificate for and in respect of works for which Time Extension was granted. Provided further that in the event no Provisional Certificate is issued, the Defects Liability Period shall commence from the date of the Completion Certificate.

The Contractor shall repair or rectify all Defects and deficiencies observed by the Nodal officer during the Defects Liability Period from the date of notice issued by the Nodal officer in this behalf, or within such reasonable period as may be determined by the Nodal officer at the request of the Contractor, in accordance with Good Industry Practice. All the spares pertaining to equipment/ pumps etc. supplied & commissioned by the contractor should be replaced by contractor at his own cost within the defect liability period.

For the avoidance of doubt, any repair or rectification undertaken, including any additional testing, shall be carried out by the Contractor at its own risk and cost, to the extent that such rectification or repair is attributable to:

- Plant, Materials or workmanship not being in accordance with this Agreement and the Specifications and Standards;
- improper maintenance during construction of car carrier facility by the Contractor; and/  
or
- failure by the Contractor to comply with any other obligation under this Agreement.

In the event that the Contractor fails to repair or rectify such Defect or deficiency within the period, the Nodal officer shall be entitled to get the same repaired, rectified or remedied at the Contractor's cost so as to make the Project facilities conform to the Specifications and Standards and the provisions of this Agreement. All costs consequent thereon shall, after due consultation with the Employer and the Contractor, be determined by the Nodal officer. The cost so determined and an amount equal to twenty percent of the cost as Damages shall be recoverable by the Employer from the Contractor and may be deducted by the Employer from any monies due to the Contractor.

All the labour acts, rules and regulations in force from time to time are to be followed by the contractor and the contractor has to obtain license/ Registration from the Assistant Labour Commissioner (C), as per rules, during the course of execution of work.

The prospective bidders may raise query relating to bidding conditions, bidding process, and / or rejection of bid. The reason for rejecting the tender or non-issue a tender to prospective bidder will be disclosed where written enquires are made by the concerned bidder.

The EMD/Performance Guarantee shall be in the form of digital mode/insurance surety bond/Bank Guarantee from Nationalized/Scheduled Banks (except Co-operative banks) having its branch at Gandhidham or Insurance Surety Bond

- 5.58** All the labour acts, rules and regulations in force from time to time are to be followed by the contractor and the contractor has to obtain license/ Registration from the Assistant Labour Commissioner (C), as per rules, during the course of execution of work.
- 5.59** The prospective bidders may raise queries relating to bidding conditions, bidding process, and / or rejection of bid. The reason for rejecting the tender or non-issue a tender to prospective bidder will be disclosed where written enquires are made by the concerned bidder.
- 5.60** The bidder has to execute Integrity pact arrangements with Deendayal Port Authority, Kandla (as per agreement form enclosed) Shri Amiya Kumar Mohapatra, IFoS (Retd.) and Dr. Gopal Dhawan, Ex-CMD, MECL, has been appointed as Independent External Monitor for Integrity, whose address is 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](mailto: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](mailto:gdhawangeologist@gmail.com)

- 5.61** 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.

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.

In case of Partnership firm, IP agreement needs to be signed by all the partners of partnership firm and copy of partnership deed and in case of Private Limited Company, IP agreement needs to be supported with copies of 'Power of Attorney and Board resolution' shall be submitted at technical bid stage. If the Bidder is a Joint Venture or a consortium, Integrity pact agreement must be signed by all joint venture members or consortium members.

In case of JV firm, IP agreement is to be filled and submitted in the name of the JV firm only otherwise the bid will not be considered for further evaluation.

**5.62 Removal of rejected / substandard materials**

- i. Whenever any material brought by the contractor to the site of work is rejected, entry thereof should invariably be made in the site order book under the signature of Assistant Engineer, giving the approximate quantity of such materials.
- ii. As soon as the material is removed, a certificate to that effect shall be recorded by the JE/AE against the original entry, giving the date of removal and mode of removal, including the registration No of the truck and a copy of gate pass wherever applicable.

**5.63 EXTRA SUBSTITUTED AND DEVIATED ITEMS OF WORK.**

Any changes in the contract are broadly classified as deviations. While No changes should be done with an intention to cause any undue benefit to the contractor but in the interest of the work for valid reasons or when situation so demands quantities of agreement items can be increased or decreased, extra items can be executed, agreement items can be substituted materials/ T & P which was not stipulated can be issued and period of completion can be extended & procedure for rates/payments for such deviations shall be made as per clause no.3.40 (Section-3).

**5.64** On award of the contract, the contractor to whom the contract has been awarded has to provide at least 10 (Ten) bonded copies of Agreement including the Technical bid, Price bid and the correspondence exchange between the parties till the award of the work. One full set including indexing, insertion of page nos. certification with index will be provided by the Department. The cost of above ten sets is to be borne by the contractor.

**5.65 Salvage of Lost/Fallen/Construction materials**

If any pile, structural of the staging and of works or dismantled / filling materials fall down into the creek during the execution and guarantee period, which are likely to create any obstruction (the decision of the "Nodal Officer shall be final to the safe navigation of the ships and/or port craft), the Contractor shall remove such obstacles at his own costs.

**5.66 Mooring Precautions**

The barges and floating crafts, if employed by the contractor, shall be provided with adequate mooring at the site of work. All necessary precautions shall be observed to protect the works and the existing structures from being damaged by such floating craft.

The floating crafts like tugs, barges, launches, etc. brought by contractor be exempted from any port charges. However, the contractor is required to comply with all statutory regulations and instructions issued by the Deputy Conservator/Harbour master, DPA at his own cost.

The contractor has to arrange for required crafts like floating tank, jolly boat etc. at his cost for carrying out the work at underneath portion as directed by Nodal Officer or his nominee.

Concrete cover block with binding wire shall be used in all RCC works of standard size as directed by the Nodal Officer or his nominee c.c. cover block should be well cured for at least seven days before use- No stones or kapchi has to be used instead of cover blocks.

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

Since the work is required to be carried out under tidal condition in jetty and it will be necessary for the contractor to provide insurance cover to his workers and his staff.

**5.67 Site Information**

**(a) Contractor's Responsibilities**

The information given hereunder and provided elsewhere is given in good faith but the Contractor shall satisfy himself regarding all aspects of weather, wind, waves, tides, currents, geological, sub-seabed and other site conditions and no claim will be entertained on the plea that the information supplied by the Engineer- in-charge is erroneous or insufficient.

All the works until handed over to the Nodal Officer or his nominee shall stand at the risk of the contractor who shall be responsible to make good at his own cost all the losses and damage caused by or due to fires, weather, tides or any other reasons. The contractor shall hand over at

the time of completion of work the work in good order and conditions and in conformity in every respect with the requirements of the contract and instructions of the Nodal Officer or his nominee.

**(b) Site**

Deendayal port is situated on the West Coast of India, in the Gulf of Kutch and along the West Bank of Kandla Creek at 70° 13" E longitude and 23° 01" N Latitude. The location and extent of the Site is shown on the Drawing. The work site falls within the notified limits of the Deendayal Port.

**(c) Datum**

The datum to which all levels shall be referred for the purpose of the works is the jetty Top deck level. Top deck level of jetty/wharf is +9.14m RL.

**(d) Tidal Information**

The following are the particulars of tidal levels related to the chart datum at Kandla Tidal Station.

|                                |   |           |
|--------------------------------|---|-----------|
| Highest High water (HHW)       | : | (+) 9.50m |
| Mean High water Springs (MHWS) | : | (+) 6.60m |
| Mean High Water Neaps (MHWN)   | : | (+) 5.70m |
| Mean Sea Level (MSL)           | : | (+) 3.88m |
| Mean Low Water Neaps (MLWN)    | : | (+) 1.81m |
| Mean Low Water Springs (MLWS)  | : | (+) 0.78m |
| Lowest Low Water (LLW)         | : | (-) 0.90m |

The actual water level at the site may be slightly different from the figures given above. The contractor shall not be entitled to any extra payment, should the levels indicated above proves, during the execution of the works, to be either too high or too low or for delay or damage due to especially high tides or floods.

**5.68 Permission for Port Entry**

- 1) As the work has to be carried out in Custom bound area, Contractor has to fulfil all the formalities of Customs, CISF wherever required. Contractor has to coordinate with other department officials of  
  
DPA, Customs, CISF and other related departments to avoid disturbance of day to day operation of the Port and smooth execution of the proposed work.
- 2) Only vehicles permitted by the Board will be allowed inside the Port premises. Admission to the Port premises of men and vehicles is regulated by rules and regulations of the Port Authority in force from time to time and any passes, tokens, permits or licenses for his work men vehicles or plant will have to be obtained by the Contractor from the Security Officer/C.I.S.F. of the Port Authority directly by making necessary deposits or payments for the same if any.
- 3) The items mentioned in the BOQ shall be executed in the Port area at any location required as per the directions of the EIC during the entire contract period.
- 4) The tenderers are expected to have full knowledge of the site of work and local working conditions in the Port before submitting the tenders. The port is basically an operational area dealing mainly with loading and unloading of import/export various category of liquid cargo like petroleum, Edible, Chemical, LPG etc. Handling of highly toxic, Hazardous & inflammable liquid in the vicinity of work site. The Engineer-in- Charge will after issue of work order will give to the contractor possession of so much of the site as in the opinion of Engineer-in-Charge may be

required to enable the contractor to commence and proceed with the work and will from time to time as the works proceed give to the contractor possession of such portion of the site as may in the opinion of Engineer-in-Charge be required to enable the contractor to proceed to works without interruption of the work in accordance with the requirement. However, all efforts will be made to handover entire clear site at the time of starting of work.

No claims/disputes about idling of machineries, tools, plants, equipment, boat, barge, manpower etc. what-so-ever for handing over the site of work late for starting the work shall be entertained.

- 5) The service of fire watch for carrying out any hot works/cutting work etc., as required by the Port Authority, shall be made free of cost by the department. However, all the necessary arrangements like obtaining a fire watch permits from the concerned authority transportation of man and materials, if any for fire prevention etc. shall have to be done by the contractor at his own cost. No claim what so ever on account of delay in arrangements or arrival of fire watch services shall be entertained.
- 6) The contractor shall have to arrange the entry permit for his and his staff, labour etc. from CISF, Deendayal Port Authority if the work is to be carried out inside oil jetty area, at his own cost as per the rules and regulation in force at that time.
- 7) Necessary Indian Dock Safety regulations for the safety purpose shall be adhered to by the contractor and he will be held responsible for any violations of the same. The set of such conditions (regulations) is available with DPA and the contractor is required to go through it before tendering.
- 8) The work has to carried out in tidal condition. The contractor shall acquaint himself with local tidal variations and quote his rates accordingly.

#### **5.69 Special Conditions for Environmental Protection**

1. The Contractor shall strictly follow-up the Environmental rules as per the Environmental Protection Act 2022. While execution of work and as directed by Engineer in Charge.
2. All the Construction materials e.g. Cement, Aggregates, sand, structural steel & fill materials which are to be used in construction work shall be covered with Tarpaulin or other fabric material as directed by Engineer in Charge.
3. The contractor should stack and dispose the waste material in such a manner which is not destroying the environment.
4. The contractor shall sprinkle the water to minimize the dust emission.
5. Machine mixers, vibrators, way batcher's plant, diesel generator sets and other vehicles engines shall not be left running when not in use.
6. Emission of NO<sub>2</sub> and SO<sub>2</sub> shall be maintained within the work site area as per the International Regulations (MARPOL).
7. To prevent the minimize vibration and noise from machineries / vehicles during construction activities the contractor shall take the remedial action to minimize noise pollution as under: -
  - (i) Provide adequate silencers attached with all vehicles and machineries.
  - (ii) Install suitable mufflers on engine exhaust and compressor component.
  - (iii) The diesel generators set shall be used of noise less.
8. The contractor shall provide the barrier to prevent the construction material from mixing up with surface / ground water.
9. The contractor (s) should discharge Waste water generated during Construction work as per CPCB/GPCB regulations.

**5.70** Get Special Conditions for Tender Documents: The all required documents for Technical bids as per tender and other documents which are going to be submitted in physical form should be upload on

(n)procure site while bidding in same sequence with index.

- 5.71** The contractor shall be registered under the building and other constructions workers (Regulation of employment and conditions of Services) Act, 1996.
- 5.72** The payment from 2<sup>nd</sup> 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 the work done or as amended by Statutory Authority from time to time, paid to concerned authority is submitted for the previous bill.
- 5.73** The documentary evidence (copy of paid challan in Govt. Treasury) of Welfare Cess @ 1%of work done or as amended by Statutory Authority from time to time, paid to concerned authority is submitted before releasing the performance Guarantee.
- 5.74** Payment to labors is to be made in accordance with latest CLC circular released from time to time failing which appropriate action will be taken against the prospective bidder by the tender issuing authority.
- 5.75** DPA may appoint Third Party Inspection Agency. Contractor has to obey the instructions given by TPI during execution of the work including necessary testing / inspection etc. This work may also be inspecting by any Government / Vigilance Department and they may order for certain testing / inspection of executed work etc. Contractor has to assist to them and also bear the expenses for such testing and results. The test results/observations are binding on the contractor. Such incidental costs are included in the quoted bid.
- 5.76** Bids shall remain valid for a **period of 120 days** from the date of opening of technical bid of tender. A bid valid for a shorter period shall be rejected by the Employer as non-responsive. In exceptional circumstances, prior the expiry of the original time limit, the Employer may request that the bidders may extend the period of validity for a specified additional period. The request and the bidders' response shall be made in writing or by e-mail. A bidder may refuse the request without forfeiting his bid security. A bidder agreeing to the request will not be permitted to modify his bid.
- 5.77** The contractor has to carry out the plantation at least 500 saplings with proper tree guard (Metal Tree Guard, with Anti-corrosive paint) and maintain them till the completion of maintenance/ defect liability period including providing arrangements for trimming the plantations, watering, temporary guarding etc. and number of tress shall be same till defect liability period. The cost of the same has to be borne by the contractor. In the event of failure of carrying out such work the department has to done the same at the risk and cost of the contractor.

**5.78 Performance Security**

Security deposit shall consist of two parts; a) Performance Guarantee to be submitted at award of work, and b) Retention money to be recovered from Running Bills.

Security Deposit/ Performance guarantee shall be 10% of Contract price of which 5% of contract price should be submitted as FDR or Insurance Surety Bond / Bank Guarantee of Nationalized/scheduled bank (except Co-operative) Banks having its branch at Gandhidham, and BG should remain valid for 60 (Sixty) days beyond the date of completion of all contractual obligation of the concern contract including Defect liability period or Digital transfer within (21 days in case of domestics bid and within 28 days in case of global bids) of receipt of letter of acceptance and balance 5% recovered as Retention Money from Running Bills. Recovery of 5% of Retention Money to commence from the first bill onwards @ 5% of bill value from each bill. Retention Money be refunded within 14 days from the date of payment of final bill. Balance SD to be refunded immediately not later than 14 days from completion of defect liability period, (Subject to fulfilment of clause no 5.24), NOC from Geology and Mining Department, Bhuj/Anjar & Payment of welfare cess for final bill.

In addition to performance security (usually five percent), contracts for works usually provide for a percentage (usually five percent) of each running bill (periodic/interim payment) to be withheld as security deposit/retention money until final acceptance. The earnest money instead of being released may form part of the security deposit.

The contractor may, at his option, replace the retention amount with an unconditional BG from a bank acceptance to the procuring entity at the following stages;

- I. After the amount reaches half of the value of the limit of retention money and
- II. After the amount reaches the maximum limit of retention money. One-half of the retention money (of BG, which replaced retention money) shall be released on the issue of the taking-over certificates (TOCs) are issued in parts, then in such proportions as the engineer may determine, having regard to the value of such part or section. The other half of the retention money (or BG, which replaced the retention money) shall be released upon expiration of 365 days after the DLP of the work or final payment, whichever is earlier on certification by the engineer. In the event of different applicable to different defect liability periods being applicable to different sections or parts, the expiration of defect liability period shall be the latest of such periods.

In case of JV, the BG towards performance security shall be provided by all partners in proportion to their participation

Failure of the successful bidder to comply with the requirements of above shall constitute sufficient grounds for cancellation of the award of work and forfeiture of the Bid security.

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.

#### **5.79 Corrupt or Fraudulent Practices**

"Code of integrity for public procurement – Procuring authorities as well as bidders, contractors and consultants should observe the highest standard of ethics and should not indulge in the following prohibited practices, either directly or indirectly, at any stage during the procurement process or during execution of resultant contracts.

- (i) "Corrupt practice: making offers, solicitation or acceptance of bribe, rewards or gifts or any material benefit, in exchange for an unfair advantage in the procurement process or to otherwise influence the procurement process or contract execution.
- (ii) "Fraudulent practice: any omission or misrepresentation that may mislead or attempt to mislead so that financial or other benefits may be obtained or an obligation avoided. This includes making false declaration or providing false information for participation in a tender process or to secure a contract or in execution of the contract.
- (iii) "Anti-competitive practice": any collusion, bid rigging or anti-competitive, bid rigging or anti-competitive arrangement or any other practice coming under the purview of the competition act, 2002 between two or more bidders, with or without the knowledge of the procuring entity that may impair the transparency, fairness and the progress or to establish bid prices at artificial non-competitive levels;
- (iv) "Coercive practice": harming or threatening to harm, persons or their property to influence their participation in the procurement process or affect the execution of a contract.
- (v) "Conflict of interest": participation by a bidding firm or any of its affiliates that are either involved in the consultancy contract to which this procurement is linked or if they are part of more than one bid in the procurement or if the bidding firm or their personnel have

relationships of financial or business transactions with any official of procuring entity who are directly or indirectly related to tender or execution process of contract or improper use of information obtained by the (prospective) bidder from the procuring entity with an intent to gain unfair advantage in the procurement process of for personal gain and

- (vi) "Obstructive practice": materially impede the procuring entity's investigation into allegations of one or more of the above mentioned prohibited practices either by deliberately destroying, falsifying, altering or by concealing of evidence material to the investigations or by making false statements to investigators and/or by threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigations or from pursuing the investigations or by impeding the procuring entity's rights of audit or access to information.

- 5.80** Individual quantity for any tender items of work may vary to any extent as required by DPA for which the contractor shall not submit any dispute/claim what-so-ever, so long as the total amount of such variation does not exceed plus or minus 30 % of the Total contract value awarded.
- 5.81** While evaluating similar works, amount of work done excluding GST to be considered only.
- 5.82** All the materials/makes listed below and other than as specified shall be ordered and used after obtaining prior approval from the Engineer-in-charge.
- 5.83** Contractor has to manage/arrange to site access for construction purpose without any additional cost. Also, if jack-up arrangement may require, cost for the same born by the contractor.
- 5.84** The contractor has to arrange for required crafts like floating tank, jolly boat etc. at his cost for carrying out the work at underneath portion as directed by Nodal Officer or his nominee.

**5.85 THIRD PARTY CERTIFICATION**

Inspection/surveying/approval by IRS during fabrication, welding, and launching and commissioning is under the scope of the contractor including payment to such agency appointed for the purpose of inspection and certification, surveyor transport charges, daily inspection fee etc. shall be borne by the Contractor.

Contractor shall appoint IRS for survey and inspection during fabrication, welding, and launching and commissioning. The survey and inspection for certification does not relieve the contractor from satisfying the contractual obligations of satisfying the material, fabrication and installation specified in the contract documents and such inspection shall also be carried out by the Engineer/Engineer's representative at any time. All inspections by IRS shall be accompanied by Engineer / Engineer's representative.

- 5.86** All the materials/makes listed below and other than as specified shall be ordered and used after obtaining prior approval from the Engineer-in-charge.

| <b><u>LIST OF APPROVED MAKE</u></b> |                         |  |
|-------------------------------------|-------------------------|--|
| <b>Sr. No.</b>                      | <b>Description</b>      | <b>Approved Brand</b>                      |
| <b>1.</b>                           | Paint, Primer,          | Asian, ICI, Nerolac                        |
| <b>2.</b>                           | Putty                   | Birla, Asian                               |
| <b>3.</b>                           | Polish                  | MRF, Asian, ICI                            |
| <b>4.</b>                           | Hardware                | Kitch, Durex, EPPW, Ebco, Palladium, Dorma |
| <b>5.</b>                           | Adhesive                | Fevicol, Kitcol, Araldite, BAL             |
| <b>6.</b>                           | Anchor fastener / bolts | Fischer Hilti                              |



| <b><u>LIST OF APPROVED MAKE</u></b> |  |   |
|-------------------------------------|--|---|
| <b>Sr. No.</b>                      | <b>Description</b>   | <b>Approved Brand</b>   |
| <b>7.</b>                           | Floor spring   | Hemco, Hyper, Sterling, Godrej,   |
| <b>8.</b>                           | Door closer  | Efficient Gadget, Godrej,   |
| <b>9.</b>                           | Aluminium sections   | Jindal,   |
| <b>10.</b>                          | Aluminium Finish   | 25 micron colour anodized – contractor should provide the micron thickness measuring equipment at site throughout the work progress for checking the anodizing thickness, visibly should look uniform as per standards. |
| <b>11.</b>                          | All Aluminium anodized fittings                              | EP & PW or equivalent   |
| <b>12.</b>                          | SANITARY WARES   | 1) CERA<br>2) DURAVIT<br>3) AMERICAN STANDARD<br>4) KOHLER<br>5) VERMORA<br>6) SIMPOLO  |
| <b>13.</b>                          | CP FIXTURES AND ACCESSORIES                                  | 1) JAQUAR<br>2) HANS GROHE<br>3) GROHE<br>4) PARRYWARE – ROCA<br>5) AMERICAN STANDARD<br>6) KOHLER<br>7) ESCO   |
| <b>14.</b>                          | GI PIPES   | 1) TATA<br>2) JINDAL<br>3) APL Apollo   |
| <b>15.</b>                          | APVC PIPES & FITTINGS  | 1) FINOLEX<br>2) SUPREME<br>3) PRINCE<br>4) ASTRAL<br>5) ASHIRWAD<br>6) HINDWARE  |
| <b>16.</b>                          | STONEWARE PIPES AND FITTINGS                                 | 1) APPROVED MAKE ISI  |
| <b>17.</b>                          | SS SINK  | 1) AMC<br>2) KRISHNA<br>3) NIRALI   |
| <b>18.</b>                          | CEMENT   | <b>OPC Ambuja, Ultratech, Birla Plus,</b>   |
| <b>19.</b>                          | White Cement   | Birla, J. K.  |
| <b>20.</b>                          | TMT – Fe-550 Ribbed bars                                     | TATA, SAIL, RINL (VIZAG),   |
| <b>21.</b>                          | Structural Steel   | TATA, SAIL, JINDAL  |
| <b>22.</b>                          | Structural Hollow steel sections<br>(Square and Rectangular) | SAIL, Asian or equivalent   |
| <b>23.</b>                          | Structural tubular sections                                  | Tata, Sail, Asian or Equivalent.  |
| <b>24.</b>                          | Coarse Aggregates 6 mm to 40 mm<br>sizes                     | Approved quarry by EIC  |
| <b>25.</b>                          | Stone Rubbles & Gravels                                      | Approved Quarry by EIC  |

| <b><u>LIST OF APPROVED MAKE</u></b> |  |  |
|-------------------------------------|--|--|
| <b>Sr. No.</b>                      | <b>Description</b>                       | <b>Approved Brand</b>                        |
| <b>26.</b>                          | Shuttering plywood                       | Kitply, Anchor, Green, Pragati or equivalent |
| <b>27.</b>                          | Marine Grade plywood IS-710              | Green, Kitply, Duro, Century, Anchor         |
| <b>28.</b>                          | Commercial plywood – IS – 303            | Green, Kitply, Duro, Century, Anchor         |
| <b>29.</b>                          | Decorative ply (Veneer)                  | Green, Century, Kalachandra, Archid          |
| <b>30.</b>                          | Pre laminate particle board              | Novapan, Bhutan                              |
| <b>31.</b>                          | Laminate sheet                           | Greenlam, Alfa-Ica, Decolam, Neoluxe         |
| <b>32.</b>                          | Cement bonded particle board             | NCL (Bison board), Everest (Eternite)        |
| <b>33.</b>                          | Calcium silicate board                   | Hilux  |
| <b>34.</b>                          | Flush door – decorative / non decorative | Green, Anchor, Century                       |
| <b>35.</b>                          | Locks                                    | Godrej, EPPW, Dorset,                        |
| <b>36.</b>                          | Float Glass/Mirror/Wired Glass           | Modi Guard, Saint gobain, Ashahi             |
| <b>37.</b>                          | Tiles                                    | Kajaria, Simpolo, Varmora                    |
| <b>38.</b>                          | Construction chemicals                   | Fosroc, Pidilite, Sika                       |

## **B. TECHNICAL SPECIFICATIONS**

**(Refer to Vol 1- Technical Specifications)**

**Contractor**

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

## **SECTION 6**

### **DRAWING**

**(Refer to Vol 2 - Tender Drawings)**

## **SECTION 7**

### **BILL OF QUANTITIES**

**-: SCHEDULE - B :-**

**Name of Work: Development of car carrier facility at cargo berth no.01 at Kandla.**

Contract Price for different components of works shall be calculated as specified below:

**Table B.1 Form of Schedule of rates and contract price.**

| <b>No.</b>              | <b>Item description</b>   | <b>Qty.</b> | <b>Unit</b> | <b>Rate ( In Rs)</b> | <b>Total ( In Rs)</b> |
|-------------------------|---|-------------|-------------|----------------------|-----------------------|
| <b>A. STEEL PONTOON</b> |   |             |             |                      |                       |
| A1                      | <p>Supply, fabricate, handle and transport <b>Structural steel shapes, plates, special plates and built-up sections</b> in pontoon confirming to steel grades specified in construction drawings and specifications including profile cutting, assembling, hoisting, fixing in position, welding, inspection, transportation and erection at site as per drawings and specification including cost of all materials, fitting charges, all labour charges, and minor tools etc. complete. The cost shall include all fabrication, minor equipment, transportation by suitable means and instruments required for installation of pontoon at site and all labour charges etc. complete. It is hereby explicitly stipulated that all preparatory works associated with the establishment and operation of the fabrication yard—including, without limitation, site levelling, temporary works, access and logistical arrangements, provision of utilities, and all facilities and measures necessary for the safe and proper launching of the pontoon into the water—together with any and all survey works required in connection with these activities, shall be deemed to be fully included within the quoted rate. No separate or additional claim on these grounds shall be admissible or entertained. Following clauses apply to the floating pontoon fabrication and installation.</p> <p>i. Structural steel shall comply with Project Specifications Vol-III – Clause 1.5 and the coating system shall comply with the Project Specifications Vol-III Clause 1.9.</p> <p>ii. Plan approval from classification society has been obtained by Employer including payment to Classification society for plan approval.</p> <p>iii. Contractor shall obtain classification society approval for its material, fabrication including payment to certification agency for inspection and survey, surveyors to visit, inspect and approve the materials, and fabrication.</p> <p>iv. Contractor shall arrange for the transportation of surveyors and pay for the day charges as per the number of visits required during material inspection and fabrication.</p> <p>v. All fabrication, welding, cutting, bending of plates on site to be as per BS 5400 Part 6 / AWS D1.1 and relevant classification society</p> | 594.00      | MT          | 2,67,600.00          | 15,89,54,400.00       |

|    |   |       |    |             |              |
|----|---|-------|----|-------------|--------------|
|    | (IRS/ABS/BV etc.) rules etc. including surveying/ supervision of fabrication and obtaining certification approval from classification society (IRS/ABS/BV etc.).<br>vi. All tests on materials + Welds (Ultrasonic, dye penetration for welds + Water tightness test).  |       |    |             |              |
| A2 | Supply, fabricate, transport, handle and erect in position <b>Structural steel shapes</b> , plates, anchor bolts and built up sections conforming to IS 2062 Grade BR-E250 for secondary steel structures including profile cutting, assembling, hoisting, fixing in position, welding, inspection and applying a priming coat of approved steel primer and top coat of minimum thickness as specified in the specifications made of approved paint all as per specifications and drawings including cost of all materials, fitting charges, all labour charges, transportation charges and minor tools etc. complete. The cost shall include all fabrication, transportation of the steel structure assembly in part or as a whole, lifting using floating crafts and cranes, erection and fixing on the linkspan with appropriate supporting arrangement, roller plates etc complete. | 5.00  | MT | 1,80,552.00 | 9,02,760.00  |
| A3 | Supplying, transporting, storing, fabricating & erecting in position and testing/examining bolted and/ or welded hot dipped galvanized (120 microns) <b>crash barrier</b> (confirming to per IS:2062) cutting to required size, straightening/ bending if required, edge preparation, cleaning, preheating, bolting/ welding of joints, (including sealing the joints of box sections with continuous welding and plugging any open ends & holes of box sections), finishing edges by grinding, fixing in line and level with temporary staging & bracing and removal of the same after erection and submission of detailed fabrication drawings, preparing the specified, surface for painting and applying a priming coat of approved steel primer and top coat of minimum thickness as specified in the specifications made of approved paint after fabrication etc., all complete.  | 8.00  | MT | 1,74,000.00 | 13,92,000.00 |
| A4 | Supplying and fixing of <b>Dipti Arch fender</b> or equivalent of size, length, and profile as specified in the approved drawings, including all necessary fasteners, fixing bolts (SS 316 or hot-dip galvanized as per design), washers, backing plates, PTFE facial pads (low friction) and drilling and installation on the steel surface. The fender shall be manufactured from high-quality, UV-resistant, ozone-resistant, and marine-grade natural or synthetic rubber suitable for long-term marine exposure and heavy-duty applications. The fenders shall be free from surface cracks, voids, air pockets, or deformities and shall be designed to absorb high impact energy from berthing vessels while minimizing reaction force. The rate shall include all materials, labour, tools, surface preparation, alignment, and secure   | 20.00 | m  | 3,18,500.00 | 63,70,000.00 |

|    |  |           |     |           |                |
|----|--|-----------|-----|-----------|----------------|
|    | fixing as per design and site conditions. All work shall be carried out in accordance with the manufacturer's recommendations, relevant standards (such as IS, PIANC guidelines, or equivalent), and to the satisfaction of the Engineer-in-Charge. Measurement shall be made in running metres of fender installed, complete in all respects.   |           |     |           |                |
| A5 | Supplying and fixing of <b>D-Type rubber fenders</b> of size, length, and profile as specified in the approved drawings, including all necessary fasteners, fixing bolts (SS 316 or hot-dip galvanized as per design), washers, backing plates, and drilling and installation on the steel surface. The fender shall be manufactured from high-quality, UV-resistant, ozone-resistant, and marine-grade natural or synthetic rubber suitable for long-term marine exposure and heavy-duty applications. The fenders shall be free from surface cracks, voids, air pockets, or deformities and shall be designed to absorb high impact energy from berthing vessels while minimizing reaction force. The rate shall include all materials, labour, tools, surface preparation, alignment, and secure fixing as per design and site conditions. All work shall be carried out in accordance with the manufacturer's recommendations, relevant standards (such as IS, PIANC guidelines, or equivalent), and to the satisfaction of the Engineer-in-Charge. Measurement shall be made in running metres of fender installed, complete in all respects. | 60.00     | m   | 11,500.00 | 6,90,000.00    |
| A6 | Supplying, handling, transporting and fixing in position of <b>Cast iron Bollard</b> (20 ton capacity) with necessary fixtures to mount the bollard onto the pontoon and necessary coal tar painting(whenever required) including all materials, labour, consumable items etc. Complete as per drawing and specifications as directed by the Engineering In Charge.  | 4.00      | Nos | 71,170.00 | 2,84,680.00    |
| A7 | Providing and applying surface preparation and <b>anti-corrosive epoxy painting</b> system to the internal and external surfaces of the pontoon, including cleaning, degreasing and abrasive blasting to Sa 2.5 standard in accordance with ISO 8501-1, followed by application of a 4-coat epoxy-based protective coating system to achieve a minimum total dry film thickness (DFT) of 750 microns. The item includes supply of all materials, labour, tools, tackles, blasting media, compressors, spray equipment, safety arrangements, scaffolding and all other incidentals required to complete the work in accordance with the technical specifications, drawings and to the satisfaction of the Engineer-in-Charge.   | 11,588.00 | Sqm | 1,430.00  | 1,65,70,840.00 |
| A8 | Providing and applying <b>non-skid coating system</b> on the deck surfaces of the pontoon using Cicol NT Slurry of ROCOL UK or any other approved equivalent, comprising a nominal 5.5 mm thick non-skid slurry layer followed by broadcasting of 5.0 mm compatible anti-skid aggregate on the top surface to achieve a durable, high-friction   | 600.00    | Sqm | 5,750.00  | 34,50,000.00   |

|     |  |       |     |             |              |
|-----|--|-------|-----|-------------|--------------|
|     | wearing course. The item includes surface preparation, supply of all materials, labour, tools, plant, mixers, trowels, safety gear, masking, curing and all incidentals necessary to complete the work in accordance with the technical specifications, manufacturer's recommendations and to the satisfaction of the Engineer-in-Charge.  |       |     |             |              |
| A9  | Supplying and installing <b>aluminium sacrificial anodes</b> (Galvaalum III or equivalent) for cathodic protection of guide pin piles of 1.25m length and gross weight not less than 132 kg as specified in the drawings and conforming to DNVGL-RP- B401 (latest edition) and relevant international standards for marine-grade sacrificial anodes. The aluminium anodes shall be high-efficiency marine-grade alloy (typically Al-Zn-In alloy), with steel inserts for welding/bolting and coated at the interface to avoid passivation. Installation shall include surface preparation, attachment by bolting using stainless steel fasteners, connection of anode to piles using copper strip welding on both ends, sealing, and testing of electrical continuity and potential readings, all as per the approved protection scheme and under supervision of the Engineer-in-Charge. The rate shall be inclusive of cost of anode, insert materials, welding copper strips in under water condition, cables, consumables, testing, transportation, handling, labour, and all other incidental works, complete in all respects. | 65.00 | Nos | 95,393.00   | 62,00,545.00 |
| A10 | Supplying, transporting, fixing and installing <b>watertight steel manhole covers</b> on the deck surfaces of the pontoon at locations shown in the drawings, including supply of the manhole covers complete with all accessories such as cover plates, lifting handles, gaskets, bolts, nuts, and fasteners, as required. The item includes all labour, transportation to site, handling, positioning, alignment, minor tools and tackles, testing for watertightness and all incidentals necessary to complete the work in accordance with the drawings, specifications and to the satisfaction of the Engineer-in-Charge.  | 25.00 | Nos | 77,050.00   | 19,26,250.00 |
| A11 | Supplying, transporting, fixing and installing <b>UHMW-PE rubber pads</b> at locations shown in the drawings, including supply of the UHMW-PE pads complete with all necessary fittings, fasteners, adhesives or anchoring arrangements as required. The item includes all labour, transportation to site, handling, positioning, alignment, minor tools and tackles and all incidentals necessary to complete the work in accordance with the drawings, specifications and to the satisfaction of the Engineer-in-Charge.   | 4.00  | Nos | 43,295.00   | 1,73,180.00  |
| A12 | Providing, Installing and commissioning of <b>Centrifugal Pumps</b> set with accessories for ballasting and de-ballasting having flow rate of 510 Cu/hr, pump head of 6 Mtr. Pump power input at duty point of 10.55 KW, Driver motor of 15 KW and rated speed of 1450 RMP. Note: a) Pump should be Kirloskar or equivalent make b) Cost include all pipeline and commissioning  | 2.00  | Nos | 3,22,600.00 | 6,45,200.00  |



|                             |   |        |    |             |                        |
|-----------------------------|---|--------|----|-------------|------------------------|
|                             | of pump for ballasting and deballasting of water in to the pontoon compartments.<br>c) Any residual engineering required to coordinate with the pump vendors, electrical connection and piping within the pontoon shall be carried out by the contractor.   |        |    |             |                        |
| <b>Total cost of Part A</b> |   |        |    |             | <b>19,75,59,855.00</b> |
| <b>B. STEEL LINKSPAN</b>    |   |        |    |             |                        |
| B1                          | <p>Supply, fabricate, transport, handle and erect in position of Link span made of <b>Structural steel tubular members</b> of any diameter (seamless or rolled), tubulars with through thickness property at joints (rolled), steel pins made of alloy steel castings and shapes, plates, anchor bolts and built up sections conforming to specifications including profile cutting, assembling, hoisting, fixing in position, welding, inspection and as per drawings including cost of all materials, fitting charges, all labour charges, transportation charges and minor tools etc. complete. The cost shall include all fabrication, transportation of the linkspan, lifting using floating crafts and cranes, erection, installation of the linkspan bridge in position and fixing on the concrete structure with appropriate sliding and pin arrangement etc. complete.</p> <p>i. Structural steel shall comply with Project Specifications Vol-III – Clause 1.5 and the coating system shall comply with the Project Specifications Vol-III Clause 1.9.</p> <p>ii. Plan approval from classification society has been obtained by DPA/IITM including payment to the classification society will be by DPA/IITM.</p> <p>iii. Contractor shall permit classification society surveyors to visit, inspect and approve the materials, fabrication and installation.</p> <p>iv. Contractor shall arrange for the transportation of surveyors and pay for the day charges as per the number of visits required during fabrication and installation.</p> <p>v. All fabrication, welding, cutting, bending of plates on site to be as per BS 5400 Part 6 / AWS D1.1 and relevant classification society (IRS/ABS/BV etc.) rules etc. including surveying/ supervision of fabrication and obtaining certification approval from classification society (IRS/ABS/BV etc.).</p> <p>vi. All tests on materials + Welds (Ultrasonic, dye penetration for welds + Water tightness test).</p> | 169.00 | MT | 2,89,000.00 | 4,88,41,000.00         |
| B2                          | <p>Supply, fabricate, transport, handle and erect in position of <b>Structural steel shapes, plates, special plates and built-up sections</b> in linkspan construction confirming to steel grades specified in construction drawings and specifications including profile cutting, assembling, hoisting, fixing in position, welding, inspection and painting of priming coat and top coat as per drawings and specification including cost of all materials, fitting charges, all labour charges, transportation charges and minor tools etc. complete. The cost shall include all fabrication, transportation of the linkspan assembly, minor</p>   | 120.00 | MT | 2,67,600.00 | 3,21,12,000.00         |

|    |   |          |     |             |              |
|----|---|----------|-----|-------------|--------------|
|    | <p>equipment, installation of members of linkspan and all labour charges etc. complete. complete. Following clauses apply to the linkspan modification and installation.</p> <p>i. Structural steel shall comply with Project Specifications Vol-III – Clause 1.5 and the coating system shall comply with the Project Specifications Vol-III Clause 1.9.</p> <p>ii. Plan approval from classification society has been obtained by Employer including payment to Classification society for plan approval .</p> <p>iii. Contractor shall obtain classification society approval for its material, fabrication and installation including payment to certification agency for inspection and survey, surveyors to visit, inspect and approve the material and modification.</p> <p>iv. Contractor shall arrange for the transportation of surveyors and pay for the day charges as per the number of visits required during fabrication and installation.</p> <p>v. All modification, welding, cutting, bending of plates on site to be as per BS 5400 Part 6 / AWS D1.1 and relevant classification society (IRS/ABS/BV etc.) rules etc. including surveying/ supervision of fabrication and obtaining certification approval from classification society (IRS/ABS/BV etc.).</p> <p>vi. All tests on materials + Welds (Ultrasonic, dye penetration for welds + Water tightness test).</p> |          |     |             |              |
| B3 | <p>Supplying, transporting, storing, fabricating &amp; erecting in position and testing/examining bolted and/ or welded hot dipped galvanized (120 microns) <b>crash barrier</b>(confirming to per IS:2062) cutting to required size, straightening/ bending if required, edge preparation, cleaning, preheating, bolting/ welding of joints, (including sealing the joints of box sections with continuous welding and plugging any open ends &amp; holes of box sections), finishing edges by grinding, fixing in line and level with temporary staging &amp; bracing and removal of the same after erection and submission of detailed fabrication drawings, preparing the specified, surface for painting and applying a priming coat of approved steel primer and top coat of minimum thickness as specified in the specifications made of approved paint after fabrication etc., all complete.</p>  | 5.00     | MT  | 1,74,000.00 | 8,70,000.00  |
| B4 | <p>Providing and applying surface preparation and <b>anti-corrosive epoxy painting</b> system to the internal and external surfaces of the linkspan, including cleaning, degreasing and abrasive blasting to Sa 2.5 standard in accordance with ISO 8501-1, followed by application of a 4-coat epoxy-based protective coating system to achieve a minimum total dry film thickness (DFT) of 750 microns. The item includes supply of all materials, labour, tools, tackles, blasting media, compressors, spray equipment, safety arrangements, scaffolding and all other incidentals required to complete the work in accordance with the technical specifications,</p>  | 4,261.00 | Sqm | 1,430.00    | 60,93,230.00 |

|   |  |        |     |             |                       |
|---|--|--------|-----|-------------|-----------------------|
|   | drawings and to the satisfaction of the Engineer-in-Charge.  |        |     |             |                       |
| B5                                      | Providing and applying <b>non-skid coating system</b> on the deck surfaces of the linkspan using Cicol NT Slurry of ROCOL UK or any other approved equivalent, comprising a nominal 5.5 mm thick non-skid slurry layer followed by broadcasting of 5.0 mm compatible anti-skid aggregate on the top surface to achieve a durable, high-friction wearing course. The item includes surface preparation, supply of all materials, labour, tools, plant, mixers, trowels, safety gear, masking, curing and all incidentals necessary to complete the work in accordance with the technical specifications, manufacturer's recommendations and to the satisfaction of the Engineer-in-Charge.            | 434.00 | Sqm | 5,750.00    | 24,95,500.00          |
| B6                                      | Supplying, transporting, fixing and installing <b>ramp protectors</b> at locations shown in the drawings, including supply of the ramp protectors complete with all necessary fittings, anchor bolts, brackets and fasteners as required. The item includes all labour, transportation to site, handling, positioning, alignment, minor tools and tackles and all incidentals necessary to complete the work in accordance with the drawings, specifications and to the satisfaction of the Engineer-in-Charge.  | 42.00  | Sqm | 1,86,915.00 | 78,50,430.00          |
| B7                                      | Supplying, machining, transporting, fixing and installing <b>Chromium-Molybdenum (Cr-Mo) alloy steel pins</b> for the linkspan assembly at locations shown in the drawings, including heat-treated and precision-machined pins of required diameter and length, complete with all necessary bushes, locking arrangements, washers, grease nipples, anti-corrosion protection and accessories as specified. The item includes all labour, handling, alignment, fitting, testing, lubrication, minor tools and tackles and all incidentals required to complete the installation in accordance with the approved drawings, technical specifications and to the satisfaction of the Engineer-in-Charge. | 1.00   | MT  | 2,49,550.00 | 2,49,550.00           |
| <b>Total cost of Part B</b>             |  |        |     |             | <b>9,85,11,710.00</b> |
| <b>C. APPROACH CUM TURNING PLATFORM</b> |  |        |     |             |                       |
| C1                                      | <b>Setting up of piling gantry / jackup platform necessary</b> equipment platforms, tripods, winches, pile-driving rigs, rotary drilling rigs, bailers, chisels, and all related machinery, at each pile location and shifting for each new pile; fabrication and erection of staging and pile-driving arrangements using steel plates, girders, channels, and angles, including the supply of all steel materials, welding, strutting, fixing, labour, tools, and consumables, together with complete mobilization and demobilization — for carrying out MS liner boring and RC pile concreting works in accordance with the approved   | 46.00  | Nos | 35,883.00   | 16,50,618.00          |

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|    | methodology and as directed by the Engineer-in-Charge.  |          |     |             |                |
| C2 | Supplying, fabricating, and driving <b>MS liners</b> for RC piles up to refusal level, including provision of stiffeners, bending, cutting, welding, and installation in position through all types of soil up to the specified level below seabed; providing temporary bracings and supports to maintain alignment and stability until completion of deck works, all complete as per drawings, specifications, and instructions of Engineer-in-Charge.   | 225.00   | MT  | 1,30,361.00 | 2,93,31,225.00 |
| C3 | <b>Boring / drilling / bailing out</b> through all types of soil strata through pile casing for RC piles of 1000mm dia from the existing sea bed level to pile termination level including cost of winch / Pile driving rig, rotary drilling machine, RCD machine, bailer, chisel, POL, all labour charges, minor tools and plant etc. complete. Pile termination criteria shall be as specified in the construction drawings and specifications. Any tests including SPT, rock strength etc as required shall be carried out by the contractor in addition to the energy criteria specified in the construction drawings. The cost includes all such testing at the specified laboratories or field and no extra claim whatsoever shall be entertained in this regard.   | 1,104.00 | m   | 9,713.00    | 1,07,23,152.00 |
| C4 | Providing and laying REINFORCED CEMENT CONCRETE OF <b>M-40 GRADE</b> in accordance with IS 456 (Latest Edition) using graded crushed coarse aggregate 20 mm and down size in <b>RC PILES</b> at Approach Trestle cum turning platform by using tremie with hopper arrangements, providing pockets, openings, recesses, chamfering, etc., wherever required, vibrating, tamping, curing and rendering if required to give a smooth and even surface etc. including providing window of suitable size 600 mm above cut-off level and letting the concrete to overflow and including plasticizer and Bipolar as per manufacture's specification .etc. all complete as specified, shown and directed. (Payment will be made for effective length of pile i.e. from founding level to cut-off level.) (Excluding the cost of Reinforcement). The cement shall be Porland Slag Cement confirming to IS 455(Latest Edition). All works shall be carried out as per approved drawings, technical specifications, and as directed by the Engineer-in-Charge. | 1,503.00 | Cum | 16,829.00   | 2,52,93,987.00 |
| C5 | <b>Dressing / chipping of the RCC pile head</b> including cutting of steel liners & trimming of extra concreted pile above the designed cut off level and exposing the reinforcement to receive fresh concrete for beams, bracing, pile caps etc., bending the reinforcement for new works, cost of all equipment, all labour charges, minor tools etc.   | 46.00    | Nos | 11,173.00   | 5,13,958.00    |

|    |   |        |     |             |              |
|----|---|--------|-----|-------------|--------------|
| C6 | Carrying out <b>Routine Dynamic load test</b> on vertical pile in approach trestle cum turning platform with test load and testing procedure as per ASTM 4945 latest, including cost of all materials for making platform with steel members, weight materials, all labour charges, workmanship instrumentation, electronic devices, mechanical handling equipment, all other materials required for successful completion of load test, including removal of added portion of pile for testing after completion of test. Note : Dynamic load test shall be carried out on working piles and the pile head shall be extended by at least 2m above the pile cut-off level. The test piles shall be selected by the Authority Engineer incharge for each structure based his judgement and it is to be treated as final.  | 5.00   | Nos | 2,80,000.00 | 14,00,000.00 |
| C7 | Manufacturing, supplying, transporting, and erecting in position <b>Reinforced Cement Concrete (RCC) precast elements</b> for marine structures such as approach trestle—including pile muffs, beams, slabs, and other components—of M-40 grade concrete using 20 mm and down-size graded crushed stone aggregates/gravel. The rate shall include the cost of all moulds, shuttering, centring, concrete batching and mixing, vibration, tamping, curing, chamfering wherever required, finishing of top surfaces, provision of lifting hooks, metal inserts, making of recesses/pockets, transportation to site, and erection, levelling, aligning and fixing in position at all levels and locations. Also includes cost of plasticizer and bipolar admixtures as per manufacturer's specifications. Excludes cost of reinforcement and MS inserts. Cement shall be Portland Slag Cement conforming to IS:455 (latest edition). All works shall be carried out as per approved drawings, technical specifications, and as directed by the Engineer-in-Charge.         | 394.00 | Cum | 22,724.00   | 89,53,256.00 |
| C8 | Providing and laying <b>Cast in-situ Reinforced Cement Concrete (RCC)</b> of M-40 grade using 20 mm and down-size graded crushed stone aggregates/gravel for structural components such as pile caps, beams, slabs, pedestals, pipe sleepers, and surface applications in approach trestle. The rate shall include the cost of mixing, transporting, placing in position, vibrating, tamping, curing, rendering (if required) to obtain a smooth and even finish, including the provision of plasticizer and bipolar admixtures as per manufacturer's specifications. The item shall also include necessary formwork, staging, shuttering, centring, fixing and removal, as well as forming pockets, recesses, openings, chamfering edges, and concreting in all shapes, levels, depths, and thicknesses as per drawings and directions. The cement used shall be Portland Slag Cement conforming to IS:455 (latest edition). Excludes cost of reinforcement steel. All works to be executed as per technical specifications and as directed by the Engineer-in-Charge. | 346.00 | Cum | 16,698.00   | 57,77,508.00 |

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|-----|--|--------|-----|-------------|----------------|
| C9  | Supply, transport to site, deliver, place, compact, cure and test <b>M30 grade plain cement concrete wearing coat</b> of 100 mm average thickness with polypropylene fibres laid at suitable slope on the approach trestle complete as per drawings and specification including expansion joints at approved locations and filling the expansion joints with asphaltic material like mexphalt etc. including cost of plasticizer, bipolar etc. as per manufacturer's specification.  | 79.00  | Cum | 11,930.00   | 9,42,470.00    |
| C10 | Supply, deliver and transportation of <b>steel reinforcement bars of grade Fe500D for RC piles</b> with corrosion resistant elements and having a minimum yield strength of 500 N/mm2 and minimum elongation of 16% or equivalent confirming to IS 1786 (with ISI Mark) and fabrication and fixing of reinforcement as per drawing for cast-in-situ piles. including cost of fabrication, fixing dowels, shear ties, cutting, bending, tying, lapping and welding in position wherever necessary with stainless steel 18 SWG annealed binding wire, all labour charges, transportation charges of all materials to Work Site, cost of binding wires, all other items including cover blocks required for the work and minor tools etc. complete. All works shall be carried out as per approved drawings, technical specifications, and as directed by the Engineer-in-Charge.                         | 592.00 | MT  | 1,04,481.00 | 6,18,52,752.00 |
| C11 | Supply, deliver and transportation of <b>steel reinforcement bars of grade Fe500D for superstructure</b> with corrosion resistant elements and having a minimum yield strength of 500 N/mm2 and minimum elongation of 16% or equivalent confirming to IS 1786 (with ISI Mark) and fabrication and fixing of reinforcement as per drawing for pile muffs, columns, beams, slab etc. including cost of fabrication, fixing dowels, shear ties, cutting, bending, tying, lapping and welding in position wherever necessary with stainless steel 18 SWG annealed binding wire, all labour charges, transportation charges of all materials to Work Site, cost of binding wires, all other items including cover blocks required for the work and minor tools etc. complete. All works shall be carried out as per approved drawings, technical specifications, and as directed by the Engineer-in-Charge. | 130.00 | MT  | 1,08,057.00 | 1,40,47,410.00 |
| C12 | Supplying, transporting, storing, fabricating & erecting in position and testing/examining bolted and/ or welded hot dipped galvanized (120 microns) <b>crash barrier</b> (confirming to per IS:2062) cutting to required size, straightening/ bending if required, edge preparation, cleaning, preheating, bolting/ welding of joints, (including sealing the joints of box sections with continuous welding and plugging any open ends & holes of box sections), finishing edges by grinding, fixing in line and level with temporary staging & bracing and removal of the same after erection and submission of detailed fabrication drawings, preparing the specified, surface for painting and applying a priming coat of   | 11.00  | MT  | 1,74,000.00 | 19,14,000.00   |

|                             |  |       |     |             |                        |
|-----------------------------|--|-------|-----|-------------|------------------------|
|                             | approved steel primer and top coat of minimum thickness as specified in the specifications made of approved paint after fabrication etc., all complete.  |       |     |             |                        |
| C13                         | Supply, fabricate, transport, handle and install <b>UPVC SWR Type B conforming to IS - 13592 (With ISI Mark) drainpipes</b> including fittings of diameter 110mm as per drawings and specifications including cutting, hoisting, fixing in position and including cost of all materials, fitting charges, all labour charges, transportation charges and minor tools etc. complete.  | 8.00  | Rmt | 550.00      | 4,400.00               |
| <b>Total cost of Part C</b> |  |       |     |             | <b>16,24,04,736.00</b> |
| <b>D. TRIPOD STRUCTURE</b>  |  |       |     |             |                        |
| D1                          | <b>Setting up of piling gantry / jackup platform necessary</b> equipment platforms, tripods, winches, pile-driving rigs, rotary drilling rigs, bailers, chisels, and all related machinery, at each pile location and shifting for each new pile; fabrication and erection of staging and pile-driving arrangements using steel plates, girders, channels, and angles, including the supply of all steel materials, welding, strutting, fixing, labour, tools, and consumables, together with complete mobilization and demobilization — for carrying out MS liner boring and RC pile concreting works in accordance with the approved methodology and as directed by the Engineer-in-Charge.  | 6.00  | Nos | 35,883.00   | 2,15,298.00            |
| D2                          | Supplying, fabricating, transporting, and erecting in position (inside the predrilled hole with a separate casing) the <b>structural steel tubular piles</b> of specified diameter and thickness and length as specified in the drawings, using E350 grade steel conforming to IS 2062 (latest revision), including all cutting, edge preparation, bevelling, rolling (if required), welding, fitting of stiffeners or internal rings, and provision of driving shoes where specified. The item includes the cost of all materials, fabrication at an approved yard or site, full-length welding with required non-destructive testing (NDT), transportation of fabricated piles to site, staging, lifting, handling, positioning and welding of pile segments to the specified length and inserting the pile in to the predrilled hole as per approved methodology and drawings and as directed by the Engineer-in-Charge. The rate shall include the cost of all labour, tools, tackles, cranes/barges or other lifting equipment, setting out and positioning of piles with proper alignment and orientation as per drawings, consumables, welding rods, inspection/testing charges, and all incidental items required to complete the work in all respects. Payment shall be made based on the actual weight of E350 grade structural steel used (in metric tonnes), and no separate payment shall be made for wastage, splicing, or temporary supports. | 58.00 | MT  | 2,10,141.00 | 1,21,88,178.00         |



|    |   |        |     |             |              |
|----|---|--------|-----|-------------|--------------|
| D3 | Supplying, fabricating, and driving <b>MS liners</b> for RC piles up to refusal level, including provision of stiffeners, bending, cutting, welding, and installation in position through all types of soil up to the specified level below seabed; providing temporary bracings and supports to maintain alignment and stability until completion of deck works, all complete as per drawings, specifications, and instructions of Engineer-in-Charge.   | 21.00  | MT  | 1,30,361.00 | 27,37,581.00 |
| D4 | <b>Driving of steel pile</b> to the specified termination level and drilling and removal of soil plug inside the pile as per the construction drawing. The cost shall also include positioning the pile at the location as per construction drawings and driving below existing sea bed level to the required depth (the depth shall be as specified in the construction drawings, specifications and as directed by the Engineer in-charge or Authority Engineer) for linkspan support structure including all equipment such as jack up barge, pile driving hammer, drilling equipment for removal of soil plug etc. complete. The cost shall include the required tests to be conducted at site and laboratory as instructed by the engineer-in-charge.  | 96.00  | m   | 9,713.00    | 9,32,448.00  |
| D5 | <b>Boring / drilling / bailing out</b> through all types of soil strata through pile casing for RC piles of 1000mm dia from the existing sea bed level to pile termination level including cost of winch / Pile driving rig, rotary drilling machine, RCD machine, bailer, chisel, POL, all labour charges, minor tools and plant etc. complete. Pile termination criteria shall be as specified in the construction drawings and specifications. Any tests including SPT, rock strength etc as required shall be carried out by the contractor in addition to the energy criteria specified in the construction drawings. The cost includes all such testing at the specified laboratories or field and no extra claim whatsoever shall be entertained in this regard.   | 48.00  | m   | 1,28,053.00 | 61,46,544.00 |
| D6 | Providing and laying REINFORCED CEMENT CONCRETE OF <b>M-40 GRADE</b> in accordance with IS 456 (Latest Edition) using graded crushed coarse aggregate 20 mm and down size in <b>RC PILES/steel piles</b> at tripod structure by using tremie with hopper arrangements, providing pockets, openings, recesses, chamfering, etc., wherever required, vibrating, tamping, curing and rendering if required to give a smooth and even surface etc. including providing window of suitable size 600 mm above cut-off level and letting the concrete to overflow and including plasticizer and Bipolar as per manufacture's specification .etc. all complete as specified, shown and directed. (Payment will be made for effective length of pile i.e. from founding level to cut-off level.) (Excluding the cost of Reinforcement). The cement shall be Porland Slag Cement confirming to IS 455(Latest Edition). All works shall be carried out as per approved drawings, technical | 210.00 | Cum | 16,829.00   | 35,34,090.00 |



|     |   |       |     |             |              |
|-----|---|-------|-----|-------------|--------------|
|     | specifications, and as directed by the Engineer-in-Charge.  |       |     |             |              |
| D7  | <b>Dressing / chipping of the RCC pile head</b> including cutting of steel liners & trimming of extra concreted pile above the designed cut off level and exposing the reinforcement to receive fresh concrete for beams, bracing, pile caps etc., bending the reinforcement for new works, cost of all equipment, all labour charges, minor tools etc.   | 4.00  | Nos | 11,173.00   | 44,692.00    |
| D8  | Providing and laying <b>Cast in-situ Reinforced Cement Concrete (RCC)</b> of M-40 grade using 20 mm and down-size graded crushed stone aggregates/gravel for structural components such as pile caps, beams, slabs, pedestals and surface applications in tripod structure. The rate shall include the cost of mixing, transporting, placing in position, vibrating, tamping, curing, rendering (if required) to obtain a smooth and even finish, including the provision of plasticizer and bipolar admixtures as per manufacturer's specifications. The item shall also include necessary formwork, staging, shuttering, centring, fixing and removal, as well as forming pockets, recesses, openings, chamfering edges, and concreting in all shapes, levels, depths, and thicknesses as per drawings and directions. The cement used shall be Portland Slag Cement conforming to IS:455 (latest edition). Excludes cost of reinforcement steel. All works to be executed as per technical specifications and as directed by the Engineer-in-Charge. | 29.00 | Cum | 16,698.00   | 4,84,242.00  |
| D9  | Supply, transport to site, deliver, place, compact, cure and test <b>M30 grade plain cement concrete wearing coat</b> of 100 mm average thickness with polypropylene fibres laid at suitable slope on the tripod structure complete as per drawings and specification including expansion joints at approved locations and filling the expansion joints with asphaltic material like mexphalt etc. including cost of plasticizer, bipolar etc. as per manufacturer's specification.   | 3.00  | Cum | 11,930.00   | 35,790.00    |
| D10 | Supply, deliver and transportation of <b>steel reinforcement bars of grade Fe500D for piles</b> with corrosion resistant elements and having a minimum yield strength of 500 N/mm <sup>2</sup> and minimum elongation of 16% or equivalent confirming to IS 1786 (with ISI Mark) and fabrication and fixing of reinforcement as per drawing for cast-in-situ piles. including cost of fabrication, fixing dowels, shear ties, cutting, bending, tying, lapping and welding in position wherever necessary with stainless steel 18 SWG annealed binding wire, all labour charges, transportation charges of all materials to Work Site, cost of binding wires, all other items including cover blocks required for the work and  | 76.00 | MT  | 1,04,481.00 | 79,40,556.00 |

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|     | minor tools etc. complete. All works shall be carried out as per approved drawings, technical specifications, and as directed by the Engineer-in-Charge.  |       |    |             |              |
| D11 | Supply, deliver and transportation of <b>steel reinforcement bars of grade Fe500D for superstructure</b> with corrosion resistant elements and having a minimum yield strength of 500 N/mm <sup>2</sup> and minimum elongation of 16% or equivalent confirming to IS 1786 (with ISI Mark) and fabrication and fixing of reinforcement as per drawing for pile muffs, columns, beams, slab etc. including cost of fabrication, fixing dowels, shear ties, cutting, bending, tying, lapping and welding in position wherever necessary with stainless steel 18 SWG annealed binding wire, all labour charges, transportation charges of all materials to Work Site, cost of binding wires, all other items including cover blocks required for the work and minor tools etc. complete. All works shall be carried out as per approved drawings, technical specifications, and as directed by the Engineer-in-Charge.  | 3.00  | MT | 1,08,057.00 | 3,24,171.00  |
| D12 | Supply, fabricate, transport, handle and erect in position <b>Structural steel shapes</b> , plates, anchor bolts and built up sections conforming to IS 2062 Grade BR-E250 for secondary steel structures including profile cutting, assembling, hoisting, fixing in position, welding, inspection and applying a priming coat of approved steel primer and top coat of minimum thickness as specified in the specifications made of approved paint all as per specifications and drawings including cost of all materials, fitting charges, all labour charges, transportation charges and minor tools etc. complete. The cost shall include all fabrication, transportation of the steel structure assembly in part or as a whole, lifting using floating crafts and cranes, erection and fixing on the linkspan with appropriate supporting arrangement, roller plates etc complete.   | 10.00 | MT | 1,80,552.00 | 18,05,520.00 |
| D13 | Supplying and fixing of <b>V type fender</b> or equivalent of size, length, and profile as specified in the approved drawings, including all necessary fasteners, fixing bolts (SS 316 or hot-dip galvanized as per design), washers, backing plates, PTFE facial pads (low friction) and drilling and installation on the steel surface. The fender shall be manufactured from high-quality, UV-resistant, ozone-resistant, and marine-grade natural or synthetic rubber suitable for long-term marine exposure and heavy-duty applications. The fenders shall be free from surface cracks, voids, air pockets, or deformities and shall be designed to absorb high impact energy from berthing vessels while minimizing reaction force. The rate shall include all materials, labour, tools, surface preparation, alignment, and secure fixing as per design and site conditions. All work shall be carried out in accordance with the manufacturer's recommendations, relevant | 16.00 | m  | 2,20,000.00 | 35,20,000.00 |

|                                     |  |        |     |             |                       |
|-------------------------------------|--|--------|-----|-------------|-----------------------|
|                                     | standards (such as IS, PIANC guidelines, or equivalent), and to the satisfaction of the Engineer-in-Charge. Measurement shall be made in running metres of fender installed, complete in all respects.   |        |     |             |                       |
| D14                                 | Supplying and installing <b>aluminium sacrificial anodes</b> (Galvaalum III or equivalent) for cathodic protection of guide pin piles of 1.25m length and gross weight not less than 132 kg as specified in the drawings and conforming to DNVGL-RP- B401 (latest edition) and relevant international standards for marine-grade sacrificial anodes. The aluminium anodes shall be high-efficiency marine-grade alloy (typically Al-Zn-In alloy), with steel inserts for welding/bolting and coated at the interface to avoid passivation. Installation shall include surface preparation, attachment by bolting using stainless steel fasteners, connection of anode to piles using copper strip welding on both ends, sealing, and testing of electrical continuity and potential readings, all as per the approved protection scheme and under supervision of the Engineer-in-Charge. The rate shall be inclusive of cost of anode, insert materials, welding copper strips in under water condition, cables, consumables, testing, transportation, handling, labour, and all other incidental works, complete in all respects. | 12.00  | Nos | 95,393.00   | 11,44,716.00          |
| <b>Total cost of Part D</b>         |  |        |     |             | <b>4,10,53,826.00</b> |
| <b>E. GUIDE PIN PILES STRUCTURE</b> |  |        |     |             |                       |
| E1                                  | <b>Setting up of piling gantry / jackup platform necessary</b> equipment platforms, tripods, winches, pile-driving rigs, rotary drilling rigs, bailers, chisels, and all related machinery, at each pile location and shifting for each new pile; fabrication and erection of staging and pile-driving arrangements using steel plates, girders, channels, and angles, including the supply of all steel materials, welding, strutting, fixing, labour, tools, and consumables, together with complete mobilization and demobilization — for carrying out MS liner boring and RC pile concreting works in accordance with the approved methodology and as directed by the Engineer-in-Charge.  | 4.00   | Nos | 35,883.00   | 1,43,532.00           |
| E2                                  | Supplying, fabricating, transporting, and erecting in position (inside the predrilled hole with a separate casing) the <b>structural steel tubular piles</b> of specified diameter and thickness and length as specified in the drawings, using E350 grade steel conforming to IS 2062 (latest revision), including all cutting, edge preparation, bevelling, rolling (if required), welding, fitting of stiffeners or internal rings, and provision of driving shoes where specified. The item includes the cost of all materials, fabrication at an approved yard or site, full-length welding with  | 117.00 | MT  | 2,10,141.00 | 2,45,86,497.00        |

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|----|--|--------|-----|-------------|----------------|
|    | required non-destructive testing (NDT), transportation of fabricated piles to site, staging, lifting, handling, positioning and welding of pile segments to the specified length and inserting the pile in to the predrilled hole as per approved methodology and drawings and as directed by the Engineer-in-Charge. The rate shall include the cost of all labour, tools, tackles, cranes/barges or other lifting equipment, setting out and positioning of piles with proper alignment and orientation as per drawings, consumables, welding rods, inspection/testing charges, and all incidental items required to complete the work in all respects. Payment shall be made based on the actual weight of E350 grade structural steel used (in metric tonnes), and no separate payment shall be made for wastage, splicing, or temporary supports.   |        |     |             |                |
| E3 | <b>Driving of steel pile</b> to the specified termination level and drilling and removal of soil plug inside the pile as per the construction drawing. The cost shall also include positioning the pile at the location as per construction drawings and driving below existing sea bed level to the required depth (the depth shall be as specified in the construction drawings, specifications and as directed by the Engineer in-charge or Authority Engineer) for linkspan support structure including all equipment such as jack up barge, pile driving hammer, drilling equipment for removal of soil plug etc. complete. The cost shall include the required tests to be conducted at site and laboratory as instructed by the engineer-in-charge.   | 96.00  | m   | 1,28,053.00 | 1,22,93,088.00 |
| E4 | Providing and laying REINFORCED CEMENT CONCRETE OF <b>M-40 GRADE</b> in accordance with IS 456 (Latest Edition) using graded crushed coarse aggregate 20 mm and down size in <b>steel piles</b> at tripod structure by using tremie with hopper arrangements, providing pockets, openings, recesses, chamfering, etc., wherever required, vibrating, tamping, curing and rendering if required to give a smooth and even surface etc. including providing window of suitable size 600 mm above cut-off level and letting the concrete to overflow and including plasticizer and Bipolar as per manufacture's specification .etc. all complete as specified, shown and directed. (Payment will be made for effective length of pile i.e. from founding level to cut-off level.) (Excluding the cost of Reinforcement). The cement shall be Portland Slag Cement confirming to IS 455(Latest Edition). All works shall be carried out as per approved drawings, technical specifications, and as directed by the Engineer-in-Charge. | 142.00 | Cum | 16,829.00   | 23,89,718.00   |
| E5 | Supply, deliver and transportation of <b>steel reinforcement bars of grade Fe500D for piles</b> with corrosion resistant elements and having a minimum yield strength of 500 N/mm <sup>2</sup> and minimum elongation of 16% or equivalent confirming to IS 1786 (with ISI Mark) and fabrication and fixing of reinforcement as per drawing for cast-in-situ piles. including cost of  | 51.00  | MT  | 1,04,481.00 | 53,28,531.00   |

|    |  |          |     |             |                |
|----|--|----------|-----|-------------|----------------|
|    | fabrication, fixing dowels, shear ties, cutting, bending, tying, lapping and welding in position wherever necessary with stainless steel 18 SWG annealed binding wire, all labour charges, transportation charges of all materials to Work Site, cost of binding wires, all other items including cover blocks required for the work and minor tools etc. complete. All works shall be carried out as per approved drawings, technical specifications, and as directed by the Engineer-in-Charge.  |          |     |             |                |
| E6 | Supply, fabricate, transport, handle and erect in position of structural steel frame made of <b>structural steel pipes</b> , through thickness steel tubulars, plates, special plates with through thickness quality and built-up sections conforming to steel grades specified in construction drawings and specifications including profile cutting, assembling, hoisting, fixing in position, welding, inspection as per drawings including cost of all materials, fitting charges, all labour charges, transportation charges and minor tools etc. complete. The cost shall include all fabrication, transportation of the frame assembly, minor equipment, installation of frame by lifting and placing and welding with through thickness weld and all labour charges etc. complete. | 91.00    | MT  | 2,89,000.00 | 2,62,99,000.00 |
| E7 | Supply, fabricate, transport, handle and erect in position of <b>Structural steel shapes, plates</b> , special plates and built-up sections in link span support frame confirming to steel grades specified in construction drawings and specifications including profile cutting, assembling, hoisting, fixing in position, welding, inspection and painting of priming coat and top coat as per drawings and specification including cost of all materials, fitting charges, all labour charges, transportation charges and minor tools etc. complete. The cost shall include all fabrication, transportation of the support frame assembly, minor equipment, installation of frame on to the piles and all labour charges etc. complete.  | 10.00    | MT  | 2,67,600.00 | 26,76,000.00   |
| E8 | Providing and applying surface preparation and <b>anti-corrosive epoxy painting</b> system to the internal and external surfaces of the linkspan support structure, including cleaning, degreasing and abrasive blasting to Sa 2.5 standard in accordance with ISO 8501-1, followed by application of a 4-coat epoxy-based protective coating system to achieve a minimum total dry film thickness (DFT) of 750 microns. The item includes supply of all materials, labour, tools, tackles, blasting media, compressors, spray equipment, safety arrangements, scaffolding and all other incidentals required to complete the work in accordance with the technical specifications, drawings and to the satisfaction of the Engineer-in-Charge.  | 2,504.00 | Sqm | 1,430.00    | 35,80,720.00   |

|   |  |       |     |           |                       |
|---|--|-------|-----|-----------|-----------------------|
| E9  | Supplying and installing <b>aluminium sacrificial anodes</b> (Galvaalum III or equivalent) for cathodic protection of guide pin piles of 1.25m length and gross weight not less than 132 kg as specified in the drawings and conforming to DNVGL-RP- B401 (latest edition) and relevant international standards for marine-grade sacrificial anodes. The aluminium anodes shall be high-efficiency marine-grade alloy (typically Al-Zn-In alloy), with steel inserts for welding/bolting and coated at the interface to avoid passivation. Installation shall include surface preparation, attachment by bolting using stainless steel fasteners, connection of anode to piles using copper strip welding on both ends, sealing, and testing of electrical continuity and potential readings, all as per the approved protection scheme and under supervision of the Engineer-in-Charge. The rate shall be inclusive of cost of anode, insert materials, welding copper strips in under water condition, cables, consumables, testing, transportation, handling, labour, and all other incidental works, complete in all respects. | 24.00 | Nos | 95,393.00 | 22,89,432.00          |
| <b>Total cost of Part E</b>                 |  |       |     |           | <b>7,95,86,518.00</b> |
| <b>F. BERTHING FACILITIES</b>               |  |       |     |           |                       |
| F1  | Supplying, handling, transporting and fixing in position of twin <b>Cast iron Bollard</b> (100 ton capacity) with necessary fixtures to mount the bollard onto the concrete structures including the cost of shear keys etc., and necessary coal tar painting(whenever required) including all materials, labour, consumable items etc. Complete as per drawing and specifications as directed by the Engineering In Charge.   | 18.00 | Nos | 181450.0  | 32,66,100.00          |
| <b>Total cost of Part F</b>                 |  |       |     |           | <b>32,66,100.00</b>   |
| <b>G. ELECTRICAL AND FIREFIGHTING WORKS</b> |  |       |     |           |                       |
| G1  | Supplying, testing and fixing of LED lighting system including 8 m high single sided lighting poles at the approach trestle and in the parking area, complete with 200 W LED luminaires, poles, mounting brackets/arms, junction boxes, internal and external wiring, cables, conduits, connectors, earthing arrangements, control gear and all other accessories required for proper functioning of the lighting system. The item shall also include transportation of lighting poles, LED lights and fixtures to site, erection, alignment, testing, commissioning, all labour charges, use of minor tools and tackles, and any incidental works necessary for satisfactory completion of the item, as per specifications and directions of the Engineer-in-Charge.  | 33.00 | Nos | 58,000.00 | 19,14,000.00          |
| G2  | Supplying, testing and fixing of LED lighting system including 8 m high double sided lighting poles in the parking area, complete with 200 W LED luminaires, poles, mounting brackets/arms, junction boxes, internal and external wiring, cables, conduits, connectors, earthing arrangements, control gear and all other accessories required for proper functioning of the lighting system. The item shall also include transportation of lighting poles, LED lights and   | 13.00 | Nos | 87,000.00 | 11,31,000.00          |

|    |  |       |     |              |                |
|----|--|-------|-----|--------------|----------------|
|    | fixtures to site, erection, alignment, testing, commissioning, all labour charges, use of minor tools and tackles, and any incidental works necessary for satisfactory completion of the item, as per specifications and directions of the Engineer-in-Charge.   |       |     |              |                |
| G3 | Supplying, testing and fixing of LED lighting system including 5 m high single sided lighting poles at the approach trestle and in the parking area, complete with 200 W LED luminaires, poles, mounting brackets/arms, junction boxes, internal and external wiring, cables, conduits, connectors, earthing arrangements, control gear and all other accessories required for proper functioning of the lighting system. The item shall also include transportation of lighting poles, LED lights and fixtures to site, erection, alignment, testing, commissioning, all labour charges, use of minor tools and tackles, and any incidental works necessary for satisfactory completion of the item, as per specifications and directions of the Engineer-in-Charge.  | 11.00 | Nos | 40,000.00    | 4,40,000.00    |
| G4 | Supplying, Installation, testing and commissioning of Hot dip galvanised 30 mtr height highmast lighting tower of 30 mtr with lighting tower shaft in three sections suitable for 55 mtr/sec wind speed with raising and lowering system comprising head frame, luminaries carriage suitable to install 16 nos luminaries in symmetrical arrangement, double drum winch, 6 mm dia SS wire rope, trailing cable, connector, integral power tool motor, manual handle, junction box, lightning finial, wiring material, power cables between panel and mast, MCB in base compartment, Carriage mounting clamps and bolts etc. Foundation bolts with nuts, Aviation abstraction warning lamp, Outdoor stand mounted feeder pillar with timer device and suitable control gears, LED luminaries of 200 watt - 16 nos / tower including cost of erection at site. (Make - Balal / Crompton / Havells etc) | 5.00  | Nos | 27,79,000.00 | 1,38,95,000.00 |
| G5 | Supplying, installing, testing and commissioning of Miniature Circuit Breakers (MCBs) for External Lighting Distribution Board (DB) suitable for 415V, 3-phase, 50 Hz AC system, conforming to IS/IEC standards, comprising 25A, TPN, 10 kA MCBs (5 Nos. for outgoing feeders and 1 No. spare) and 16A, SPN, 10 kA MCBs (8 Nos. for lighting circuits with contactors and timers and 1 No. spare), complete with thermal-magnetic trip mechanism, Type C characteristics, DIN rail mounting, internal interconnections, identification, and all accessories, ensuring protection against overload and short circuit, including integration with contactors, timers, and indication circuits, complete in all respects as per specifications.   | 1.00  | L.S | 9,50,000.00  | 9,50,000.00    |
| G6 | Procurement, supply, laying, dressing, testing and commissioning of LT power cables including end terminations, glands, lugs, excavation, sand bedding, protection, providing  |       |     |              |                |

|     |   |          |     |           |              |
|-----|---|----------|-----|-----------|--------------|
|     | PVC pipe for cables and all accessories, complete as per specifications for Electrical Works and as directed by Engineer-in-Charge.   |          |     |           |              |
| a)  | Supply, Erecting & Terminating of PVC/XLPE insulated armoured PVC sheathed cable of size 4C x 120 sq.mm. heavy duty with Aluminium conductor 1100 volts grade conductor 1100 volts grade 1554/7098(part-I) of 1988 to be laid from Nearest Sub Station to External Lighting DB  | 650.00   | Rmt | 1,770.00  | 11,50,500.00 |
| b)  | Supply, Erecting & Terminating of PVC/XLPE insulated armoured PVC sheathed cable of size 4C x 16 sq.mm. heavy duty with Aluminium conductor 1100 volts grade conductor 1100 volts grade 1554/7098(part-I) of 1988 to be laid from External Lighting DB to Each High Mast Panel  | 400.00   | Rmt | 722.00    | 2,88,800.00  |
| c)  | Supply, Erecting & Terminating of PVC/XLPE insulated armoured PVC sheathed cable of size 4C x 6 sq.mm. heavy duty with Copper conductor 1100 volts grade conforming to IS 1554/7098 (part-I) of 1988 to be laid from control panel to FPMCB connected High Mast.  | 100.00   | Rmt | 1,700.00  | 1,70,000.00  |
| d)  | Supply, Erecting & Terminating of PVC/XLPE insulated armoured PVC sheathed cable of size 3C x 2.5 sq.mm. heavy duty with Copper conductor 1100 volts grade conforming to IS 1554/7098 (part-I) of 1988  | 3,650.00 | Rmt | 384.00    | 14,01,600.00 |
| G7  | Supplying, transporting, installing, testing and commissioning of 75 kg Dry Chemical Powder (DCP) fire extinguisher, trolley mounted type, complete with cylinder, discharge hose, nozzle, operating valve, pressure gauge, wheels, trolley frame, safety pin, wall/ground signage, certification tags and all accessories, conforming to relevant IS/IMO/Marine safety standards, including all labour, handling, transportation to site, fixing in position, testing, commissioning and handing over, complete as directed by the Engineer-in-Charge. | 8.00     | Nos | 43,890.00 | 3,51,120.00  |
| G8  | Supplying, transporting, fixing, testing and commissioning of 5 kg Dry Chemical Powder (DCP) fire extinguisher, portable type, complete with cylinder, hose, nozzle, operating valve, pressure gauge, mounting bracket, safety pin, identification signage, certification tags and all required accessories, conforming to applicable IS standards, including all labour, transportation, installation, testing and commissioning, complete as directed by the Engineer-in-Charge.  | 70.00    | Nos | 5,055.00  | 3,53,850.00  |
| G9  | Supplying, transporting, fixing, testing and commissioning of 6.8 kg Carbon Dioxide (CO <sub>2</sub> ) fire extinguisher, portable type, complete with seamless horn/nozzle, operating valve, safety pin, mounting bracket, identification signage, certification tags and all accessories, conforming to relevant IS/Marine safety standards, cylinder, discharge including all labour, transportation to site, installation, testing and commissioning, complete as directed by the Engineer-in-Charge.   | 17.00    | Nos | 8,656.00  | 1,47,152.00  |
| G10 | Supplying and placing of marine-grade life jackets, SOLAS/approved type, made of buoyant material with reflective tapes, whistle, adjustable straps and fastening arrangements, suitable for adult use, complete with inspection tags and markings, including transportation to   | 40.00    | Nos | 1,510.00  | 60,400.00    |



|                             |  |           |     |           |                |
|-----------------------------|--|-----------|-----|-----------|----------------|
|                             | site, handling and placement in designated locations, complete as directed by the Engineer-in-Charge.  |           |     |           |                |
| G11                         | Supplying, transporting and fixing of life buoy rings, marine-grade, made of high-visibility buoyant material, complete with grab line/rope, mounting bracket, buoy light (where required), identification markings and accessories, suitable for marine and pontoon applications, including all labour, transportation, fixing in position and making good, complete as directed by the Engineer-in-Charge.   | 16.00     | Nos | 3,542.00  | 56,672.00      |
| G12                         | Providing and Fixing CI cover of 32mm thickness with frame for cable trench, valve chambers etc including all materials, painting complete as per design and pattern required.   | 5.00      | Nos | 3,500.00  | 17,500.00      |
|                             | Total cost of Part G   |           |     |           | 2,23,27,594.00 |
| H. PARKING AREA DEVELOPMENT |  |           |     |           |                |
| H1                          | Providing and laying Dry Lean Concrete (DLC) of specified grade as sub-base below paver blocks in parking areas, including supply of cement, aggregates, water and admixtures, batching, mixing, transporting, spreading, leveling, compaction using mechanical vibratory equipment, finishing, curing and all incidental operations required to achieve the specified thickness, line and level. The item shall include preparation of the sub-grade, trimming, watering, protection of finished surface and all labour, tools, plant and materials necessary to complete the work in accordance with the drawings, specifications and to the satisfaction of the Engineer-in-Charge. | 1,964.00  | Cum | 10,751.00 | 2,11,14,964.00 |
| H2                          | Excavation in all types of soil, including ordinary soil, sand, silt, clay, gravel, and soft rock (not requiring blasting), to the required lines, levels, and grades; including trimming of sides, dressing of bottom, dewatering if required, shoring and strutting as necessary, stacking of serviceable material, and disposal of excavated earth to the designated location; complete with all labour, tools, equipment, and incidental works as directed.  | 15,107.00 | Cum | 581.00    | 87,77,167.00   |
| H3                          | Providing and laying approved sand fill as bedding layer below paver blocks in parking areas and pavements, in layers not exceeding the specified thickness, including spreading, levelling, watering and compacting to achieve the required density and uniform surface as per specifications. The item shall include preparation and trimming of the subgrade, testing of compaction, correction of levels, and provision of a smooth and even bedding surface for placement of paver blocks, along with all labour, materials, tools, equipment and incidentals necessary to complete the work as directed by the Engineer-in-Charge.   | 756.00    | Cum | 1,081.00  | 8,17,236.00    |

|    |   |           |     |              |                |
|----|---|-----------|-----|--------------|----------------|
| H4 | Providing and laying <b>load distribution blanket</b> over prepared subgrade in paved and traffic areas, comprising approved graded granular material or engineered fill as specified, laid in layers of required thickness, spread, watered and compacted to the specified density to improve load carrying capacity and reduce differential settlement. The item includes preparation and trimming of subgrade, supply and placement of materials, compaction using suitable mechanical equipment, testing of density and levels, and all labour, tools, plant and incidentals required to complete the work in accordance with the drawings, technical specifications and to the satisfaction of the Engineer-in-Charge. | 7,554.00  | Cum | 960.00       | 72,51,840.00   |
| H5 | Supplying, transporting to site, placing, spreading, grading, watering, compacting, curing and testing <b>Wet Mix Macadam (WMM)</b> of specified thickness, laid to the required line, level and camber on the reclamation area and other structures as shown in the drawings, in accordance with the specifications. The item includes supply of all materials, labour, minor tools and tackles, testing of compaction and levels, and all incidentals required to complete the work to the satisfaction of the Engineer-in-Charge.  | 3,022.00  | Cum | 2,672.00     | 80,74,784.00   |
| H6 | Supplying, laying and fixing <b>precast concrete paver blocks</b> of approved type, shape, thickness and colour in parking areas, pavements and other locations as shown in the drawings, over prepared sand bedding layer, including placing, alignment, interlocking, cutting of pavers to required shape and size, filling of joints with fine sand, compaction using plate vibrator and finishing to true line, level and slope. The item includes all labour, tools, equipment, handling, wastage and all incidentals required to complete the work in accordance with the drawings, specifications and to the satisfaction of the Engineer-in-Charge.   | 15,107.00 | Sqm | 1,001.00     | 1,51,22,107.00 |
| H7 | Designing, fabricating, supplying, transporting and erecting <b>security unit</b> of specified size and configuration as shown in the drawings, comprising structural steel frame, wall panels, roofing, doors, windows, flooring and all associated fixtures and fittings. The item includes surface preparation, painting or protective coating, electrical conduits, lighting points, switches, glazing, locks, ventilation, anchoring to foundation, alignment, testing and commissioning, along with all labour, materials, tools, plant and incidentals required to complete the unit in accordance with the drawings, specifications and to the satisfaction of the Engineer-in-Charge.                              | 1.00      | Nos | 10,00,000.00 | 10,00,000.00   |
| H8 | Supply, fabricate, transport, handle and install <b>UPVC SWR Type B conforming to IS - 13592 (With ISI Mark) drainpipes</b> including fittings of diameter 110mm as per drawings and specifications including cutting, hoisting, fixing in position and including cost of all materials, fitting charges, all labour charges, transportation charges and minor tools etc. complete.   | 20.00     | Rmt | 550.00       | 11,000.00      |

|                      |  |          |     |                |              |
|----------------------|--|----------|-----|----------------|--------------|
| Total cost of Part H |  |          |     | 6,21,69,098.00 |              |
| <b>I.STORM DRAIN</b> |  |          |     |                |              |
| I1                   | Providing and laying <b>Cast in-situ Reinforced Cement Concrete (RCC)</b> of M-40 grade using 20 mm and down-size graded crushed stone aggregates/gravel for structural components such as foundation, beams and slabs in storm drain. The rate shall include the cost of mixing, transporting, placing in position, vibrating, tamping, curing, rendering (if required) to obtain a smooth and even finish, including the provision of plasticizer and bipolar admixtures as per manufacturer's specifications. The item shall also include necessary formwork, staging, shuttering, centring, fixing and removal, as well as forming pockets, recesses, openings, chamfering edges, and concreting in all shapes, levels, depths, and thicknesses as per drawings and directions. The cement used shall be Portland Slag Cement conforming to IS:455 (latest edition). Excludes cost of reinforcement steel. All works to be executed as per technical specifications and as directed by the Engineer-in-Charge. | 408.00   | Cum | 17,221.00      | 70,26,168.00 |
| I2                   | Providing and laying <b>Plain Cement Concrete (PCC)</b> of <b>M20 grade</b> using approved cement, fine and coarse aggregates and water, in foundations, beds, plinths or other locations as shown in the drawings, including batching, mixing, transporting, placing, compacting, finishing and curing complete. The item includes preparation of the subgrade, formwork wherever required, all labour, materials, tools, plant and incidentals necessary to complete the work in accordance with the specifications and to the satisfaction of the Engineer-in-Charge.   | 48.00    | Cum | 10,818.00      | 5,19,264.00  |
| I3                   | Supply, deliver and transportation of <b>steel reinforcement bars of grade Fe500D for storm drain</b> with corrosion resistant elements and having a minimum yield strength of 500 N/mm2 and minimum elongation of 16% or equivalent confirming to IS 1786 (with ISI Mark) and fabrication and fixing of reinforcement as per drawing for foundation, columns, beams, slab etc. including cost of fabrication, fixing dowels, shear ties, cutting, bending, tying, lapping and welding in position wherever necessary with stainless steel 18 SWG annealed binding wire, all labour charges, transportation charges of all materials to Work Site, cost of binding wires, all other items including cover blocks required for the work and minor tools etc. complete. All works shall be carried out as per approved drawings, technical specifications, and as directed by the Engineer-in-Charge.  | 62.00    | MT  | 1,08,057.00    | 66,99,534.00 |
| I4                   | <b>Excavation</b> in all types of soil, including ordinary soil, sand, silt, clay, gravel, and soft rock (not requiring blasting), to the required lines, levels, and grades; including trimming of sides, dressing of bottom, dewatering if required, shoring and strutting as necessary, stacking of serviceable material, and disposal of excavated earth to the designated location; complete with   | 1,131.00 | Cum | 581.00         | 6,57,111.00  |

|                             |  |        |     |             |                       |
|-----------------------------|--|--------|-----|-------------|-----------------------|
|                             | all labour, tools, equipment, and incidental works as directed.  |        |     |             |                       |
| 15                          | Providing and laying approved <b>sand fill</b> as bedding layer below storm drain in parking areas, in layers not exceeding the specified thickness, including spreading, levelling, watering and compacting to achieve the required density and uniform surface as per specifications. The item shall include preparation and trimming of the subgrade, testing of compaction, correction of levels, and provision of a smooth and even bedding surface for construction of storm drains, along with all labour, materials, tools, equipment and incidentals necessary to complete the work as directed by the Engineer-in-Charge.  | 63.00  | Cum | 1,081.00    | 68,103.00             |
| <b>Total cost of Part I</b> |  |        |     |             | <b>1,49,70,180.00</b> |
| <b>J. COMPOUND WALL</b>     |  |        |     |             |                       |
| J1                          | Providing and laying <b>Cast in-situ Reinforced Cement Concrete (RCC)</b> of M-40 grade using 20 mm and down-size graded crushed stone aggregates/gravel for structural components such as foundation, columns beams and slabs in compound wall. The rate shall include the cost of mixing, transporting, placing in position, vibrating, tamping, curing, rendering (if required) to obtain a smooth and even finish, including the provision of plasticizer and bipolar admixtures as per manufacturer's specifications. The item shall also include necessary formwork, staging, shuttering, centring, fixing and removal, as well as forming pockets, recesses, openings, chamfering edges, and concreting in all shapes, levels, depths, and thicknesses as per drawings and directions. The cement used shall be Portland Slag Cement conforming to IS:455 (latest edition). Excludes cost of reinforcement steel. All works to be executed as per technical specifications and as directed by the Engineer-in-Charge. | 695.00 | Cum | 17,221.00   | 1,19,68,595.00        |
| J2                          | Providing and laying <b>Plain Cement Concrete (PCC)</b> of M20 grade using approved cement, fine and coarse aggregates and water, in foundations, beds, plinths or other locations as shown in the drawings, including batching, mixing, transporting, placing, compacting, finishing and curing complete. The item includes preparation of the subgrade, formwork wherever required, all labour, materials, tools, plant and incidentals necessary to complete the work in accordance with the specifications and to the satisfaction of the Engineer-in-Charge.  | 118.00 | Cum | 10,818.00   | 12,76,524.00          |
| J3                          | Supply, deliver and transportation of <b>steel reinforcement bars of grade Fe500D for compound wall</b> with corrosion resistant elements and having a minimum yield strength of 500 N/mm2 and minimum elongation of 16% or equivalent conforming to IS 1786 (with ISI Mark) and fabrication and fixing of reinforcement as per drawing for foundation, columns, beams, slab etc. including cost of  | 66.00  | MT  | 1,08,057.00 | 71,31,762.00          |

|    |   |          |     |          |              |
|----|---|----------|-----|----------|--------------|
|    | fabrication, fixing dowels, shear ties, cutting, bending, tying, lapping and welding in position wherever necessary with stainless steel 18 SWG annealed binding wire, all labour charges, transportation charges of all materials to Work Site, cost of binding wires, all other items including cover blocks required for the work and minor tools etc. complete. All works shall be carried out as per approved drawings, technical specifications, and as directed by the Engineer-in-Charge.   |          |     |          |              |
| J4 | <b>Excavation</b> in all types of soil, including ordinary soil, sand, silt, clay, gravel, and soft rock (not requiring blasting), to the required lines, levels, and grades; including trimming of sides, dressing of bottom, dewatering if required, shoring and strutting as necessary, stacking of serviceable material, and disposal of excavated earth to the designated location; complete with all labour, tools, equipment, and incidental works as directed.  | 5,675.00 | Cum | 581.00   | 32,97,175.00 |
| J5 | Providing and laying approved <b>sand fill</b> as bedding layer below storm drain in parking areas, in layers not exceeding the specified thickness, including spreading, levelling, watering and compacting to achieve the required density and uniform surface as per specifications. The item shall include preparation and trimming of the subgrade, testing of compaction, correction of levels, and provision of a smooth and even bedding surface for construction of storm drains, along with all labour, materials, tools, equipment and incidentals necessary to complete the work as directed by the Engineer-in-Charge. | 111.00   | Cum | 1,081.00 | 1,19,991.00  |
| J6 | Construction of <b>AAC block masonry</b> for compound wall, using factory-made Autoclaved Aerated Concrete (AAC) blocks of approved make, size, and strength, laid in approved cement mortar of specified grade, including soaking of blocks (where required), proper alignment, plumbing, levelling, and bonding; raking of joints, curing, and scaffolding; cutting and shaping of blocks; and including all materials, labour, tools, tackles, consumables, and incidental works complete — as per drawings, specifications, and the directions of the Engineer-in-Charge.   | 336.00   | Cum | 8,722.00 | 29,30,592.00 |
| J7 | Providing and applying <b>20 mm thick cement plaster</b> in two coats to walls / surfaces, comprising 12 mm thick base coat in cement mortar of specified proportion and 8 mm thick finishing coat in cement mortar of specified proportion, including surface preparation, hacking / roughening, cleaning, wetting, application of plaster with proper line, level, plumb, and finish; rounding of edges where   | 3,378.00 | Sqm | 383.00   | 12,93,774.00 |

|     |  |          |     |             |                |
|-----|--|----------|-----|-------------|----------------|
|     | required; curing for the specified period; and including all materials, labour, scaffolding, tools, tackles, and consumables complete — as per drawings, specifications, and the directions of the Engineer-in-Charge.   |          |     |             |                |
| J8  | Providing and applying exterior painting with premium quality acrylic <b>exterior emulsion paint</b> , of approved make and shade, in two coats over one coat of suitable exterior primer, to plastered / masonry / concrete surfaces, including surface preparation such as cleaning, scraping, sandpapering, removal of loose paint, dust, dirt, algae, and efflorescence; application of primer and finish coats with proper tools to achieve uniform shade and finish; curing / drying between coats as specified; and including all materials, labour, scaffolding, tools, tackles, and consumables complete — as per manufacturer's recommendations, drawings, specifications, and the directions of the Engineer-in-Charge. | 3,378.00 | Sqm | 157.00      | 5,30,346.00    |
| J9  | Supply, fabricate, transport, handle and erect in position of <b>Structural steel shapes, plates</b> , special plates and built-up sections in compound wall confirming to steel grades specified in construction drawings and specifications including profile cutting, assembling, hoisting, fixing in position, welding, inspection and painting of priming coat and top coat as per drawings and specification including cost of all materials, fitting charges, all labour charges, transportation charges and minor tools etc. complete. The cost shall include all fabrication, transportation of the support frame assembly, minor equipment, installation of frame on to the piles and all labour charges etc. complete.  | 105.00   | MT  | 1,80,552.00 | 1,89,57,960.00 |
| J10 | Supplying and fixing barbed wire fencing, comprising high-tensile / galvanised barbed wire of approved gauge and make, stretched and fixed in multiple horizontal rows to steel angle fence posts at specified spacing, including straining, tensioning, tying with GI binding wire, and fixing with staples / clamps / bolts; providing and fixing corner posts, end posts, struts, stays, and turnbuckles as required; excavation, concreting, and backfilling for posts; and including all materials, labour, tools, tackles, consumables, scaffolding, and incidental works complete — as per drawings, specifications, and the directions of the Engineer-in-Charge.  | 215.00   | Rmt | 225.00      | 48,375.00      |
| J11 | Fabricating, supplying, transporting and installing <b>main gate</b> for the parking area of specified dimensions as shown in the drawings, fabricated from structural steel sections, plates and members including frames, shutters, stiffeners, hinges, locking arrangements, rollers, guides and all necessary fittings. The item includes shop fabrication, welding, surface preparation, application of primer and finishing coats of paint, transportation to site, erection, alignment, fixing in position, testing for smooth operation and all labour, tools, plant and incidentals required to complete the work in  | 3.00     | Nos | 2,50,000.00 | 7,50,000.00    |

|                                     |   |  |  |  |  |                        |
|-------------------------------------|---|--|--|--|--|------------------------|
|                                     | accordance with the drawings, specifications and to the satisfaction of the Engineer-in-Charge. |  |  |  |  |                        |
| <b>Total cost of Part J</b>         |   |  |  |  |  | <b>4,83,05,094.00</b>  |
| <b>Total estimated project cost</b> |   |  |  |  |  | <b>73,01,54,711.00</b> |

Note : The bidders shall submit the plus (+) or (-) percentage to be multiplied on the total contract price in the online bid form.

The above unit rates multiplied by the percentage increase or decrease as quoted by the contractor shall be used for the calculation of actual payment to the contractor.

The payment shall be made for items based on the above calculated unit rates using the stages specified in Table B.2

#### B.2 Definition of stages for partial payment

| Sl. No | Item description                                | Payment Procedure   |
|--------|---|---|
| (1).   | Steel pontoon<br>(For items A1 and A2)          | Payment shall be made on supply, fabrication, and erection of pontoon as per the actual quantity completed as a unit.<br>Payment can be divided as follows if required for intermediate payment to facilitate the cash flow.<br>a) 50% upon receipt of material at yard for the fabrication as per approved material and QAP documents or part thereof.<br>b) 40% upon completion of fabrication of the pontoon including testing, 3rd party inspection of fabrication.<br>c) 10 % upon completion of fabrication as single unit, certification and successful commissioning at site in operational condition.<br><br>a) The above shall be worked out based on the quoted rates by the contractor. |
| (2).   | Steel Linkspan Bridge<br>(For items B1 and B2)  | Payment shall be made on supply, fabrication, and erection of linkspan bridge as per the actual quantity completed as a unit.<br>Payment can be divided as follows if required for intermediate payment to facilitate the cash flow.<br>a) 50% upon receipt of material at yard for the fabrication as per approved material and QAP documents or part thereof.<br>b) 40% upon completion of fabrication of the linkspan bridge including testing, 3rd party inspection of fabrication as a single unit.<br>c) 10 % upon certification and successful commissioning at site in operational condition.<br>a) The above shall be worked out based on the quoted rates by the contractor.              |
| (3).   | Linkspan support Piles<br>(For items D2 and E2) | Payment shall be made on supply, fabrication, and delivery of piles as per the actual quantity site.  |



| Sl. No | Item description   | Payment Procedure  |
|--------|--|--|
|        |  | <p>a) 75% upon receipt of material at yard for the fabrication as per approved material and QAP documents or part thereof.</p> <p>b) 25% upon fabrication and driving of steel piles to the required depth as per drawings and specification.</p> <p>Payment shall be made on actual quantity of certified measurements.</p>   |
| (4).   | <p>Linkspan support super structure frame.</p> <p>(For items E6 &amp; E7)</p>        | <p>Payment shall be made on supply, fabrication, and delivery of assembled structure as per the actual quantity site.</p> <p>c) 50% upon receipt of material at yard for the fabrication as per approved material and QAP documents or part thereof.</p> <p>d) 25% upon fabrication and assemble of support frame as per GFC drawings.</p> <p>e) 25% upon installation of the superstructure on top of the piles.</p> <p>Payment shall be made on actual quantity of certified measurements.</p> |
| (5).   | <p>Fenders, Bollards, and its Fixtures</p> <p>(For items A4, A5, A6, D13 and F1)</p> | <p>Payment shall be made on supply, erection, and commissioning of items as per the rate quoted by the contractor against each item. Payment can be divided as follows if required for intermediate payment to facilitate the cash flow.</p> <p>a) 70% on Delivery of fenders, bollards and fixtures complete at site.</p> <p>b) 30% on completion of erection of all fenders, bollards, and fixtures.</p> <p>The above shall be worked out based on quoted rates by the contractor.</p>         |
| (6).   | <p>Ballast pumps and piping</p> <p>(For items A12)</p>                               | <p>Payment shall be made on supply, erection, and commissioning of items as per the rate quoted by the contractor against each item. Payment can be divided as follows if required for intermediate payment to facilitate the cash flow.</p> <p>a) 70% On Delivery of equipment, cables, and fixtures at site</p> <p>b) 30% On completion of erection and commissioning</p> <p>The above shall be worked out based on quoted rates by the contractor.</p>  |
| (7).   | <p>Precast elements</p> <p>(For items C7)</p>  | <p>Payment shall be made on fabrication and erection of precast elements as per the rate quoted by the contractor against each item. Payment can be divided as follows if required for intermediate payment to facilitate the cash flow.</p> <p>a) 60% On fabrication of precast elements at yard</p> <p>b) 40% On erection of the precast elements at site as per drawings and specifications</p> <p>The above shall be worked out based on quoted rates by the contractor.</p>                 |
| (8).   | <p>All other items of BOQ as per Schedule B</p>                                      | <p>Payment shall be made on completion of work to the satisfactory acceptance by Engineer's Representative and/or Third-Party inspection agency / certification society inspection.</p>  |



| Sl. No | Item description                              | Payment Procedure  |
|--------|---|--|
| (9).   | Electrical works<br>(For items G1, G2 and G3) | <p>Payment shall be made on supply, delivery, erection and commissioning of the electrical items at site. Payment can be divided as follows if required for intermediate payment to facilitate the cash flow.</p> <p>a) 50% upon receipt of material at yard for the electrical items.</p> <p>b) 25% upon erection of the electrical fixtures at site as per drawings and specifications.</p> <p>c) 25% upon commissioning of the electrical fixtures as per required specifications.</p> <p>Payment shall be made on actual quantity of certified measurements.</p> |

**Contractor**

**Executive Engineer (H)**  
**Deendayal Port Authority**

## **SECTION 8**

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

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

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

**Specimen EMD (Bank Guarantee Format)**

[The Bank shall fill in this Bank Guarantee Form in association with the instructions indicated. To be executed on Rs.500/- non Judicial Stamp Paper]

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

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

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

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

We have been informed that [name of the Bidders] (hereinafter called "the Bidders") has submitted to you its Tender dated (hereinafter called "the Bidders") 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 Bidders, 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 Bidders is in breach of its obligation(s) under the Tender conditions, because the Bidders:

- (a) Has withdrawn its Tender during the period of tender validity specified by the Bidders 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 Bidders.

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

- (a) If the Bidders is the successful Bidders, upon our receipt of copies of the contract signed by the Bidders and the performance guarantee issued to you upon the instruction of the Bidders; or
- (b) If the Bidders is not the successful Bidders, upon the earlier of
  - (i) Our receipt of a copy of your notification to the Bidders of the name of the successful Bidders; or
  - (ii) Twenty-eight days after the expiration of the Bidder'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]

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

(To be executed on Rs.500/- non-judicial Stamp Paper)

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

In consideration of the Board of Deendayal Port Authority of incorporated by the Major Port Authority 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, its successors and assigns) having agreed to release Performance Guarantee / Security Deposit to (hereinafter called the "Contractor")

(Name of the Contractor/s)

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

(Name of the Department)

Date\_\_\_\_\_made between the Contractors and the Board for execution of \_\_\_\_\_covered under Tender No.\_\_\_\_\_

\_\_\_\_\_dated (hereinafter called "the said contract") for the payment of Security Deposit in cash or 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)

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

\_\_\_\_\_ (Rupees\_\_\_\_\_ ) only against any loss or damage caused to or suffered by the Board by reason of any breach by the Contractors of any of the terms and conditions of the said contract.

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

2. We, \_\_\_\_\_, undertake to pay to the (Name of Bank and Branch) Board any money so demanded notwithstanding any dispute or disputes raised by the Contractor(s) in any suit or proceeding pending before any Court or Tribunal relating thereto our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be a valid discharge of our liability for payment there under and the Contractor(s) shall have no claim against us for making such payment.
3. We, further agree with the Board that the (Name of Bank and Branch) guarantee herein contained shall remain in full force and effect during the period that would be taken for performance of the said contract and that it shall continue to be enforceable till all the dues of the Board under or by virtue of the said contract have been fully paid and its claims satisfied or discharged or till the \_\_\_\_\_  
(Name of the user department)  
of the said certifies that the terms and conditions of the said contract have been fully and properly carried out by the said Contractors and accordingly discharge this guarantee. PROVIDED HOWEVER that the Bank shall be the request of the Board but at the cost of the Contractors, renew or extend this guarantee for such further period or periods as the Board may require from time to time.
4. We, further agree with the Board that the (Name of Bank and Branch) Board shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said contract or to extend the time of performance by the said contract or to extend the time of performance by the said Contractors from time to time or to postpone for anytime or from time to time any of the powers exercisable by the board against the said Contractors and to forbear or enforce any of the terms and conditions relating to the said contract and we shall not be relieved from our liability by reason of any such variation or extensions being granted to the Contractors or for any forbearance, act or omission on the part of the Board or any indulgence shown by the board to the Contractors or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.
5. This guarantee will not be discharged due to the change in the constitution of the Bank or the Contractor(s).
6. It is also hereby agreed that the Courts in **Gandhidham** would have exclusive jurisdiction in respect of claims, if any, under this Guarantee.
7. We, \_\_\_\_\_ Bank lastly undertake not to revoke this guarantee during its currency except with the previous consent of the Board in writing.
8. Notwithstanding anything contained herein:
  - (a) Our liability under this Bank Guarantee shall not exceed Rs. \_\_\_\_\_  
(Rupees \_\_\_\_\_ only);

- (b) This Bank Guarantee shall be valid up to\_\_\_\_; and
- (c) We are liable to pay the guarantee amount or any part thereof under this Bank Guarantee only and only if you serve upon us a written claim or demand on or before (date of expiry of Guarantee).”

Date\_\_\_\_\_day of\_\_\_\_\_ 20

For (Name of Bank)

(Name)

Signature

**SPECIMEN BANK GUARANTEE FOR ADVANCE PAYMENT (Not Applicable)**

(To be executed on Rs.500/- non-judicial Stamp Paper)

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

In consideration of the Board of Deendayal Port Authority incorporated by the Major Port AUTHORITIES Act, 2021 (hereinafter called "The Board" which expression shall unless excluded by or repugnant to the context or meaning thereof be deemed to include the Board of Deendayal Port Authority, its successors and assigns) having agreed to release advance payment to (hereinafter called the "contractor")

(Name of the contractor/s)

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

(Name of the Department)

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

\_\_\_\_\_ covered under Tender No. \_\_\_\_\_

\_\_\_\_\_ dated \_\_\_\_\_ (hereinafter called "the said contract") for the payment of

Advance Payment in cash or Lodgement of Government Promissory Loan Notes for the due fulfillment by the said contractors of the terms and condition of the said contract, on production of a \_\_\_\_\_ bank Guarantee for Rs. (Rupees \_\_\_\_\_)

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

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

Referred to as "the Bank") a the request of the contractors do hereby undertake to pay to

the Board an amount not exceeding Rs. \_\_\_\_\_

(Rupees \_\_\_\_\_) only against any loss or damage caused to or suffered by the Board by reason of any breach by the contractors of any of the terms and conditions of the said contract.

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

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

\_\_\_\_\_ (Rupees \_\_\_\_\_) only.

2. We, \_\_\_\_\_, undertake to pay to the (Name of Bank and Branch)



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

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

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

(Name of the user department)

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

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

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

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

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

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

8. Notwithstanding anything contained herein:

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

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

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

Date\_\_\_\_\_day\_\_\_\_\_of 20

For (Name of Bank)

(Name)

Signature

**SPECIMEN BANK GUARANTEE FOR  
STAGE PAYMENT (Not Applicable)**  
(To be executed on Rs. 500/- non-judicial Stamp Paper)

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

In consideration of the Board of Trustees of the Port of [insert name of port] incorporated by the Deendayal Port Authority as amended by Major Port Authority(Amendment) Act 2021(hereinafter called "The Board" which expression shall unless excluded by or repugnant to the context or meaning thereof be deemed to include the Board of Trustees of the port of [insert name of port], its successors and assigns) having agreed to release Stage Payment to

\_\_\_\_\_ (hereinafter called the "contractor") (Name  
of the contractor/s)  
from the demand under the terms and condition of the contract, vide from the demand under the condition  
of the contract, vide \_\_\_\_\_'s letter No  
\_\_\_\_\_  
(Name of the Department)

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

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

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

2. We, \_\_\_\_\_, undertake to pay to the (Name  
of Bank and Branch)

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

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

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

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

\_\_\_\_\_  
(Name of the user department)

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

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

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

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

6. It is also hereby agreed that the Courts in [insert city] would have exclusive jurisdiction in respect of claims, if any, under this Guarantee.

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

8. Notwithstanding anything contained herein:

- (a) Our liability under this Bank Guarantee shall not exceed Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only);  
(b) This Bank Guarantee shall be valid upto \_\_\_\_\_; and  
(c) We are liable to pay the guarantee amount or any part thereof under this Bank Guarantee only and only if you serve upon us a written claim or demand on or before \_\_\_\_\_ (date of expiry of Guarantee)." Date \_\_\_\_\_ day of \_\_\_\_\_ 20

For (Name of Bank)

(Name)

Signature

**DISPUTES REVIEW BOARD AGREEMENT**

(To be executed on Rs.500/- non-judicial Stamp Paper)

THIS AGREEMENT, made and entered into this.....Day of 20

..... Between..... (“the Employer/ Board”) and.....(“the contractor”), and the Disputes Review Board (“the DR Board”) consisting of one/three DR Board Members, (Members from either party, i.e. contractor and Employer/Board)

(1)

.....(2)

.....(3)

.....

..... [Note: Delete whatever is (Not applicable)]

WITNESSETH, that

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

1. The parties agree to the establishment and operation of the DR Board in accordance with this DR Board Agreement.
2. Expect for providing the services required hereunder, the DR Board Members should not give any advice to either party or to the Nodal Officer or his nominee concerning conduct of the works.

The DR Board Members:

- (a) Shall have no financial interest in any party to the contract or the Nodal Officer or his nominee, or a financial interest in the contract,

except for payment for services on the DR Board.

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

4. The contractor shall:
  - a) Furnish to each DR Board Member one copy of all document which the DR Board may request including contract document, progress report, variation orders, and other document, pertinent to the performance of the contract.
  - b) In co-operation with the Employer/Board, co-ordinate the site visits of the DR Board, including conference facilities and secretarial and copying services.
5. The DR Board shall serve throughout the operation of the contract. It shall begin operation following execution of this Agreement, and shall terminate its activities after issuance of the taking over certificate and the DR Board's issuance of its Recommendation on all disputes referred to it.
6. DR Board Member, shall not assign or subcontract any of their work under this Agreement.
7. The DR Board Members are independent and not employees or agents of either the Employer/Board or the Contractor.
8. The DR Board Members are absolved of any personal or professional liability arising from the activities and the Recommendations of the DR Board.
9. Fees and expenses of the DR Bard Member[s] shall be agreed to and shared equally by the Employer/Board and the Contractor. If the DR Board requires special services, such as accounting, data research and the like, both the parties must agree and cost shall be shared by them as mutual agreed.
10. DR Board's site visit:
  - a. The DR Board shall visit the site and meet with representative of the Employer/Both and the contractor and the nodal officer are his nominee at regular intervals, at times of critical construction events, and at the return request of either party. The timing of site filing agreement shall be fixed by the DRBoard.

- b. Site meeting shall consist of an informal discussion of the status construction of the works followed by an inspection of the work, both attended by personal from the employer/Board, the contractor and the nodal officer or his nominee
- c. If request by either parties or the DR Board, the employer/Board will prepare minutes of the meeting and circulate them for comments of the parties and the nodal officer or his nominee.

11. Procedure for disputes referred to the DRBoard:

- a) If either party objects to any action or inaction of the other party or the Nodal Officer or his nominee, the objecting party may file a written Notice of Dispute to the other party with a copy to the Nodal Officer or his nominee stating that it is given pursuant to clause [number] and stating clearly and in detail the basis of the dispute.
- b) The party receiving the Notice of Dispute will consider it and respond in writing within 7 days after receipt.
- c) This response shall be final and conclusive on the subject, unless a written appeal to the response is filed with the responding party within 7 days of receiving the response. Both parties are encouraged to pursue the matter further to attempt to settle the dispute. When it appears that the dispute cannot be resolved without the assistance of the DR Board either party may refer the dispute to the DR Board by written Request for Recommendation to the Board, the other party & the Nodal Officer or his nominee stating that it is made pursuant to [insert relevant clause no.]
- d) The Request for recommendation shall state clearly and detail the specific issues of the dispute to be considered by the DRBoard.
- e) When a dispute is referred to the DR Board, and the DR Board is satisfied that the dispute requires the DR Board's assistance, the DR Board shall decide when to conduct a hearing on dispute. The DR Board may request that written documentation and arguments from both parties be submitted to each DRBoard Members before the



hearing begins. The parties shall submit insofar as possible agreed statements of the relevant facts.

- f) During the hearing, the contractor, the Employer/ Board, the Nodal Officer or his nominee shall each have ample opportunity to be heard and to offer evidence.

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

#### **12. Conduct of Hearing:**

- a) Normally hearing will be conducted at the sites, but any location that would be more convenient and still provide all required facilities and access to necessary documentation may be utilized by the DR Board. Private sessions of the DR Board may be held at any location convenient to the DR Board.
- b) The Employer/ Board, the Nodal Officer or his nominee and contractor shall have representatives at all hearing.
- c) During the hearing, no DR Board Member shall express any opinion concerning the merit of any facet of the case.
- d) After the hearing are concluded, the DR Board shall meet privately to formulate its Recommendation. All DR Board deliberation shall be conducted in private, with all individual views kept strictly confidential. The DR Board's Recommendations, together with an explanation of its reasoning shall be submitted in writing to both parties and to the Nodal Officer or his nominee. The pertinent contract provision, applicable laws and regulations, and the facts and circumstances involved in the dispute.

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

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

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

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

**SPECIMEN FORMAT FOR DECLARATION**

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

To

\_\_\_\_\_  
(Project Title)

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

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

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

Date:

Place:

Name of the Applicant:

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

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

\_\_\_\_\_

**SPECIMEN LETTER OF AUTHORITY FROM BANK  
FOR ALL BGs**

(To be executed on Bank's Letter Head)

Date:

To,

The Board of Deendayal of Port Authority

Dear Sir,

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

.....

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

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

Name of signature of Bank Officer

**SPECIMEN LETTER OF AUTHORITY FOR  
SUBMISSION OF BID**  
(To be executed on Rs.500/- non Judicial Stamp Paper)

To  
The (PORT Address)

Dear Sir,

We-----

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

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:

## PROFORMA OF JOINT VENTURE/CONSORTIUM AGREEMENT

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

This Joint Venture /Consortium Agreement is made and entered into on this ..... day of .....2026 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

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

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

(iii) .....

1.1. On behalf of Board of Authority of Deendayal Port (here in after referred to as—Employer[]), the Chief Engineer, Deendayal Port Authority has invited bids from the experienced, resourceful and bonafide Developers with proven technical and financial capabilities of executing the work **Development of car carrier facility at cargo berth no.01 at Kandla.**

1.2. 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

1.3. 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.

1.4. 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.

- 1.5. Notwithstanding the date of signature of this agreement, its effective date will be the date of submission of bid.
- 1.6. 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.
- 1.7. The Joint Venture/Consortium will be dissolved and this agreement will cease to have effect on completion of this project, maintenance and fulfilment of all other conditions under the contract, upon receipt of payment of all amounts from the Employer and on settlement of accounts between the parties as hereinafter provided.
- 1.8. 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.
- 1.9. 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.
- 1.10. 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) **.....**
- 1.11. 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 carryout the following works
- d) **.....**
- 1.12. The parties hereto agreed that each of them shall duly and properly perform all the functions and all costs related to their respective works.
- 1.13. 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.
- 1.14. It is here by 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.

- 1.15. 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.
- 1.16. The Lead Partner shall be authorized to act on behalf of the JV/Consortium.
- 1.17. All the correspondences between the Employer and the JV /Consortium shall be routed through the Lead Partner.
- 1.18. 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.
- 1.19. 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.
- 1.20. 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.
- 1.21. 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 the .....day of .....20...

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

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

Witness 1

Witness 2



**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 2026, 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 **Development of car carrier facility at cargo berth no.01 at Kandla** 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

## JOINT VENTURE PARTNER INFORMATION FORM

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

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

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

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

1. Tender's Legal Name: *[insert Tenderer's legal name]*

2. JV's Party legal name: *[insert JV's Party legal name]*

JV's Legal Lead Partner {insert name and address}

3. JV's Party Country of Registration: *[insert JV's Party country of registration and details of registration]*

4. JV's Party year of Registration: *[insert JV's Party year of registration]*

5. JV's Party Legal Address in Country of Registration: *[insert JV's Party legal address in country of registration]*

6. JV's Party Authorized Representative information

Name: *[insert name of JV's Party authorized representative]*

Address: *[insert address of JV's Party authorized representative]*

Telephone/Fax numbers: *[insert telephone/fax numbers of JV's Party authorized representative]*

Email Address: *[insert email address of JV's Party authorized representative]*

7. Attached are copies of original documents of [check the box(es) of the attached original documents]

☐ Articles of incorporation or registration of firm named in 2, above, in accordance with tender document.

☐ In case of government owned entity from India, documents establishing legal and financial autonomy and compliance with commercial law, in accordance with Tender Documents

PAN Number

Sales Tax / VAT registration number

Service Tax Registration Number

Any other documents required for statutory compliance

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

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

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

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

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

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

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

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

**INTEGRITY PACT**

**Between**

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

and

.....(Name of The bidders and 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. HD-13/26**. The Principal values full compliance with all relevant laws of the land rules, regulations, economic use of resources and of fairness / transparency in its relations with its Bidder(s) and/ or Contractor(s).

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

**Section 1 – Commitments of the Principal**

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

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

1. The Bidder(s) / Contractor(s) commits themselves to take all measures necessary to prevent corruption. The Bidder(s) / Contractor(s) commits themselves to observe the following principles during participation in the tender process and during the contract execution.
  - (a) The Bidder(s) / Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal's employees involved in tender process or the execution of the contract or to any third person any material or other benefit, which he / she is not legally entitled to, in order to obtain in exchange of advantage of any kind whatsoever during the tender process or during the execution of the contract.
  - (b) The Bidder(s) / Contractor(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids, or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
  - (c) The Bidder(s) / Contractor(s) will not commit any offence, under the relevant Prevention of Corruption Act / Indian Penal Code / PC Act; further the Bidder(s) / Contractor(s) will not use improperly, for purposes of competition, or personal gain, or pass on to others, any information or document provided by the Principal, as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
  - (d) The Bidder(s) / Contractor(s) of foreign origin shall disclose the name and address of the Agents / Representatives in India, if any. Similarly, the Bidder(s) / Contractor(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any. Further details as mentioned in the "Guidelines on Indian Agents of Foreign Suppliers" shall be disclosed by the Bidder(s) / Contractor(s). Further, as mentioned in the Guidelines all the payments made to Indian agent / representative have to be in Indian Rupees only. Copy of the "Guidelines on Indian Agents of Foreign Suppliers" is placed at Section 9.
  - (e) The Bidder(s) / Contractor(s) will, when presenting their bid, disclose any and all payments made, is committed to or intends to make to agents, brokers or any other intermediaries, in connection with the award of the contract.
  - (f) Bidder(s) / Contractor(s) who have signed the Integrity Pact shall not approach the Courts while representing the matter to IEMs and shall wait for their decision in the matter.

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

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

If the Bidder(s) / Contractor(s), before award or during execution has committed a transgression through a violation of Section-2 above, or in any other form, such as to put their reliability or credibility in question, the Principal is entitled to disqualify the Bidder (s) / Contractor(s), from the tender process, or take action as per the procedure mentioned in the "Guidelines on Banning of business dealings". Copy of the "Guidelines on Banning of business dealings" is placed at Section 9.

### **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 should sign the Integrity Pact.

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

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

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

#### **Section 8 – External Independent Monitor**

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

6. As soon as the Monitor notices, or believes to notice, a violation of this agreement, he / she will so inform the Management of the Principal and request the management to discontinue, or take corrective action. The Monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.
7. The Monitor will submit a written report to the Chairperson of the Board of the Principal, within 8 to 10 weeks from the date of reference or intimation to him by the Principal and, should the occasion arise, submit proposals for correcting problematic situations.
8. If the Monitor has reported to the Chairperson of the Board of the Principal, a substantiated suspicion of an offence under relevant IPC / PC Act and the Chairperson of the Board of the Principal has not, within reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner, Government of India.
9. The word “**Monitor**” would include both singular and plural.

#### **Section 9 - Pact Duration**

- 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 agreement must be signed by all partners or consortium members.
4. Should one or several provisions of this agreement, turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.
5. Issues like Warranty / Guarantee etc. shall be outside the purview of IEMs.



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

(For & on behalf of the Principal)

(For & on behalf of the Bidder / Contractor)

(Office Seal)

(Office Seal)

Witness-1: Abhishek Dait  
(Name & Address) Gandhidham

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

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

Note: The bidder has to execute Integrity Pact Agreement with Deendayal Port Authority (as per Bid Response Sheet No. 10 and 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](mailto: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,

**Utter Pradesh - 201 315**

Mobile no. - 8007771467

Email: [gdhawangeologist@gmail.com](mailto:gdhawangeologist@gmail.com)

**Annexure-II**

**FORMAT OF BID SECURITY DECLARATION FROM BIDDERS**

**(Applicable for MSME Bidders)**

**(On Bidders Letter head)**

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 years 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 employer/purchaser during the period of bid validity (i) fail or refuse 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 and on behalf of (insert complete name of

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

Corporate Seal (where appropriate)

(Note: In case of a Joint Venture, the Bid Securing Declaration must be in the name of all partners to the Joint Venture that submits the bid)

## FORM – 23 A

### 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.

Name of  
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/initialed 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 Sign. The issuing insurance Company shall be requested independently for verification/confirmation of the Insurance Surety Bond issued, no confirmation of which may lead to rejection of 'Insurance Surety Bond'.
5. Irrevocable, valid and fully enforceable Insurance Surety Bond in favor of the Employer (Name of Employer) issued by any Insurance Company registered under insurance Act 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.

## FORM – 8 A

### FORMAT FOR INSURANCE SURETY BOND FOR PERFORMANCE GUARANTEE

(To be executed on Non-Judicial Stamp Paper of Appropriate value)

Insurance Surety Bond No

Date:.....

(Name of 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;

In consideration of the Board of Deendayal Port Authority of the Port of DEENDAYAL PORT AUTHORITY (hereinafter called as "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 or repugnant to the context or meaning thereof, includes 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 upto ..... (+) .....
- 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 Callpany a written claim or demand or or before ..... (@) .....

Dated this ..,..... day of .....20 ..... at .....

**WITNESS**

**Signed for and On behalf of the Insurance Company**

1 .....  
(Signature)

.....  
(Signature)

.....  
(Name)

.....  
(Name)

Notes:

1. (\*) This sum shall be **Five percent (5%)** of the accepted tender value denominated in the types and proportions of currencies.

(@) The Performance Guarantee should be valid for a period of 60 days beyond the date of completion of all contractual obligations of the contractor, including Defect Liability Period.

(+) This date will be the date of issue of defect liability Certificate (if applicable)

2. Insurance Surety Bond should be executed on appropriate stamp paper of requisite value, such stamp paper should be purchalled in the name of Issuing Insurance Company, not more than six (6) months prior to execution /issuarice 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 CompanyIn 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 wmh 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 9**

### **GUIDELINES ON BANNING OF BUSINESS DEALINGS (Effective from 01/01/2023)**



**DEENDAYAL PORT AUTHORITY  
(Formerly known as Kandla Port Trust)  
GANDHIDHAM - KUTCH - GUJARAT - 370 201.**

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## **1. Introduction**

- 1.1 "Board" of Deendayal Port Authority (DPA) constituted by the Central Government in accordance with sub-section (1) of section 3 of the Major Port Authorities Act, 2021, has to ensure preservation of rights enshrined under the above Act. DPA has also to safeguard its commercial interests. DPA is committed to deal with Agencies, who have a very high degree of integrity, commitment and sincerity towards the work undertaken. It is not in the interest of DPA to deal with Agencies who commit deception, fraud or other misconduct while participating in tenders/in the execution of contracts awarded/orders issued to them. In order to ensure compliance with the constitutional mandate, it is incumbent on DPA to observe principles of natural justice before banning the business dealings with any Agency.
- 1.2 Since banning of business dealings involves civil consequences for an Agency concerned, it is incumbent that adequate opportunity for hearing is provided and the explanation, if tendered, is considered before passing any order in this regard keeping in view the facts and circumstances of the case.
- 1.3 The objective of these guidelines is to have a common procedure for Banning of Business Dealings with Agencies across the Company.

## **2. Scope**

- 2.1 These guidelines are applicable to the sale and procurement of goods & services including contracts / projects across all the Departments and Divisions of DPA.
- 2.2 The General Conditions of Contract (GCC) of DPA provide that DPA reserves the rights to keep on hold participation in tenders or to ban business dealings if any Agency has been found to have committed misconduct and also to suspend business dealings pending investigation. If such provision does not exist in any GCC, the same may be incorporated.
- 2.3 Similarly, in the case of sale of material, there is a clause in Sale Order to deal with the Agencies / customers / buyers, who indulge in lifting of material in unauthorized manner. This should also include all activities including unauthorized selling of the material. If such a stipulation does not exist in any Sale Order, the same may be incorporated.
- 2.4 However, absence of such a clause as mentioned at para 2.2 & 2.3 above does not in any way restrict the right of the Board (DPA) to take action / decision under these guidelines in appropriate cases.
- 2.5 The procedure for (i) Board wide Hold on participation of the Agency in Tenders (ii) Suspension and (iii) Banning of Business Dealings with Agencies, has been laid down in these guidelines.
- 2.6 It is clarified that these guidelines do not deal with the decision of the Management not to entertain any particular Agency due to its poor / inadequate performance or for any other reason.
- 2.7 The banning shall be with prospective effect, i.e., future business dealings.

## **3. Definitions**

In these Guidelines, unless the context otherwise requires:

- i) 'Party / Contractor / Supplier / Purchaser / Customer / Bidder / Tenderer' shall mean and include a public limited company or a private limited company, a firm whether registered or not, an individual, partnership firm, Limited Liability Partnership, a cooperative society or an association or a group of persons engaged in any commerce, trade, industry, etc. Party / Contractor / Supplier / Purchaser / Customer / Bidder / Tenderer' in the context of these guidelines is termed as 'Agency.'
- ii) 'Inter-connected Agency' shall mean two or more companies having any of the following features:
  - a) If one is a subsidiary of the other;
  - b) If the Functional Director(s), Partner(s), Manager(s) or Representative(s) are common;
  - c) If management is common;
  - d) If one owns or controls the other in any manner;

- e) If the agencies have same authorized signatory (ies)
- f) If they have the same address/same Permanent Account Number / same Bank Account Number / common email ID.

Note: This list is only illustrative in nature.

iii) 'Competent Authority' and 'Appellate Authority' shall mean the following:

| Area of Banning/<br>Suspension  | Competent Authority   | 1st Appellate<br>Authority   | 2nd Appellate<br>Authority |
|---|---|--|----------------------------|
| Board-wide<br>banning   | HoD of the Board  | Chairman, DPA  | --                         |
| Banning /<br>Suspension of<br>business dealings<br>with Foreign<br>supplier of<br>imported coal &<br>coke | HoD's Committee   | Chairman, DPA  | DPA Board**                |
| Board wide<br>Suspension of<br>business dealings<br>with Agency   | Officer nominated by<br>Chairman of Board.<br>For Department headed by<br>HoDs, the respective HoDs<br>will nominate the officer for<br>this purpose.*  | Chairman of the Board.<br>For Departments<br>headed by HoDs, the<br>respective HoDs will<br>be the Appellate<br>Authority. | --                         |
| Board wide Hold on<br>participation of the<br>Agency in Tenders<br>#                                      | Officer nominated by<br>Chairman of Board.<br>For Departments headed by<br>HoDs, the respective HoDs<br>will nominate the officer for<br>this purpose.* | Chairman of the Board.<br>For Departments<br>headed by HoDs, the<br>respective HoDs will<br>be the Appellate<br>Authority. | --                         |

\* For Board – The nominated officer shall be a Direct Reporting Officer (DRO) not below the rank of Head of the Department for “Competent Authority” for the purpose of suspension of business dealings with the Agency as well as for Board wide Hold on participation of the Agency in tenders under these guidelines. For Corporate Office, in case of procurement of items / award of contracts to meet the requirement of Corporate Office only, Head of Department shall be the Competent Authority and HoD concerned shall be the Appellate Authority. The Management of Subsidiary shall define / appoint the “Competent Authority”, Appellate Authority & Standing Banning Committee in their respective cases.

# This provision for Hold on participation of the Agency in tenders shall be applicable only in such case where Standing Banning Committee recommends for keeping on Hold the participation in tenders and which shall be limited to particular Department / Division.

\*\* This would be applicable only in cases of banning of business dealings with Foreign Suppliers of imported coal and coke.

iv) 'Investigating Department' shall mean any Department or Division investigating into the conduct of the Agency and shall include the Vigilance Department, Central Bureau of Investigation, the State Police or any other department set up by the Central or State Government having powers to investigate.

#### **4. Initiation of Banning/Suspension**

Action for banning/suspension of business dealings with any Agency should be initiated by the Concerned Department such as Indenting / Contracting / Executing Departments, etc. having business dealings with Agency or by the department which floated the tender (in case where the tenderer has committed deception, fraud or other misconduct) subsequent to noticing the irregularities or misconduct on their part.

#### **5. Suspension of Business Dealings**

- 5.1 If the conduct of any Agency (except Foreign Suppliers of imported coal and coke) dealing with DPA is under investigation by any department of any Department, the Concerned Department may consider whether the allegations under investigations are of serious nature and whether pending investigations, it would be advisable to suspend (temporarily discontinue) business dealings with the Agency. Recommendation in the matter shall be submitted to the Competent Authority for this purpose.
- 5.2 If the Competent Authority, after consideration of the matter including the recommendation of the Investigating Department, decides that it would not be in the interest of Department of DPA to continue business dealings pending investigation, it may suspend business dealings with the Agency. The Suspension Order to this effect shall be issued by the Head of Concerned Department or by his representative / concerned executive with the approval of the Head of the Concerned Department, indicating a brief of the charges under investigation and the period of suspension. If it is decided that inter-connected Agencies would also come within the ambit of the order of suspension, the same should be specifically stated in the order. Ordinarily, the order of suspension would operate for a period not more than six months and may be communicated to the Agency and also to the Investigating Department.

Further to the suspension, the investigation, recommendation by the Standing Banning Committee (SBC) and final decision by the Competent Authority to be completed within six months from order of suspension.

- 5.3 The order of suspension of business dealings with the Agency under investigation shall be communicated to all Departmental Heads within the Board. During the period of suspension, no fresh contract will be entered into with the Agency. Suspension would be valid only for the concerned Board.
- 5.4 As far as possible, the Agency under suspension should be allowed to complete the job of existing contracts, unless the Competent Authority, having regard to the circumstances of the case, decides otherwise. Once the order for suspension is issued, existing offers against ongoing tenders (prior to issuance of contract)/ new offers of the Agency shall not be entertained during the period of suspension.
- 5.5 For suspension of business dealings with Foreign Suppliers of imported coal & coke, following shall be the procedure:-
- i) Suspension of the foreign suppliers shall apply throughout the Board including Subsidiaries.
  - ii) The complaint against any foreign supplier shall be investigated by Board or by any other Investigating Department. If the gravity of the misconduct under investigation is found serious and it is felt that it would not be in the interest of DPA to continue to deal with such Foreign

Supplier, pending investigation, the recommendation on such matter by Investigating Department (including Board) may be sent to Chairman, DPA to place it before a Committee consisting of the following:

1. Head of Finance Department,
2. Head of Department
3. Head of Law / Legal Division

The committee shall expeditiously examine the report; give its comments / recommendations within twenty one days of receipt of the reference by DPA.

- iii) The comments / recommendations of the Committee shall then be placed before DPA Board's Committee. If DPA Board's Committee decides that it is a fit case for suspension, Board's Committee shall pass necessary orders which shall be communicated to the foreign supplier by Head of Department.
- 5.6 If the Agency concerned asks for detailed reasons of suspension, the Agency may be informed that its conduct is under investigation. It is not necessary to enter into correspondence or argument with the Agency at this stage.
- 5.7 It is not necessary to give any show-cause notice or personal hearing to the Agency before issuing the order of suspension. However, if investigations are not complete in six months' time, the Competent Authority with approval of Head of the Department may extend the period of suspension by another three months, during which period the investigation must be completed.

## **6. Grounds on which Banning of Business Dealings can be initiated**

- 6.1 If the security consideration, including questions of loyalty of the Agency to the State, so warrants;
- 6.2 If the Director / Owner of the Agency, proprietor or partner of the firm, is convicted by a Court of Law for offences involving moral turpitude in relation to its business dealings with the Government or any other public sector enterprises or DPA, during the last five years preceding date of tender opening or during execution of contract, provided such information is known to DPA;
- 6.3 If there is strong justification for believing that the Directors, Proprietors, Partners, owner of the Agency have been guilty of malpractices such as bribery, corruption, fraud, substitution of tenders, interpolations, etc. during the last five years preceding date of tender opening or during execution of contract, provided such information is known to DPA;
- 6.4 If the Agency continuously refuses to return / refund the dues of DPA without showing adequate reason and this is not due to any reasonable dispute which would attract proceedings in Arbitration or Court of Law;
- 6.5 If the Agency employs a public servant dismissed / removed or employs a person convicted for an offence involving corruption or abetment of such offence, provided such information is known to DPA;
- 6.6 If business dealings with the Agency have been banned by the Central or State Govt. or any other public sector enterprise at the time of submitting his bid or on the date of tender opening or at the time of placement of order, provided such information is known to DPA;
- 6.7 If the Agency has resorted to Corrupt, fraudulent practices including misrepresentation of facts and / or fudging / forging / tampering of documents; **Ω**
- 6.8 If the Agency uses intimidation / threatening / misbehaves with DPA Official or brings undue outside pressure or influence on the Board (DPA) or its official in acceptance / performances of the job under the contract;
- 6.9 If the Agency indulges in repeated and / or deliberate use of delay tactics in complying with contractual stipulations / delayed the tendering process;
- 6.10 Wilful indulgence by the Agency in supplying sub-standard material irrespective of whether pre-dispatch inspection was carried out by Board (DPA) or not;
- 6.11 Based on the findings of the investigation report of Investigating Department against the Agency for mala-fide / unlawful acts or improper conduct on its part in matters relating to the Board (DPA) or even otherwise;
- 6.12 Established litigant nature of the Agency to derive undue benefit;
- 6.13 Continued poor performance of the Agency in several contracts;

- 6.14 If the Agency misuses the premises or facilities of the Board (DPA), forcefully occupies tampers or damages the Board's properties including land, water resources, forests / trees, etc.
- 6.15 If the Agency resorts to unauthorized sale of materials purchased from the Board.
- 6.16 If the Agency has committed a transgression through violation of any of its commitments under the Integrity Pact entered with DPA.

*(Note: The examples given above are only illustrative and not exhaustive. The Competent Authority may decide to ban business dealings for any good and sufficient reason).*

*Ω No experience certificate shall be issued by Engineer in Charge / Executing Authority against the contract to the Agency found to have submitted forged / fabricated documents / indulged in corrupt / fraudulent practices.*

## **7. Banning of Business Dealings.**

- 7.1 A decision to ban business dealings with any Agency by any one of the Departments of DPA will apply throughout the Board including Divisions, i.e., Board-wide banning.
- 7.2 There will be a Standing Banning Committee (SBC) in each Department to be appointed by Competent Authority for processing the cases of "Banning of Business Dealings". However, for procurement of items / award of contracts, to meet the requirement of Board only, the Committee shall be HoD each from Operations, Finance & Law Departments. The proposal of the Concerned Department for initiating action under the Guidelines for Banning of Business Dealings based on their own findings and / or upon receipt of advice of the Investigating Department shall be forwarded through respective Head of Department to the Standing Banning Committee for consideration.
- 7.3 The functions of the Standing Banning Committee shall, inter-alia include:
  - i) To examine in detail the allegations / irregularities / misconduct mentioned in the proposal for banning forwarded by the Department, hold preliminary meeting and decide if a prima-facie case for banning under the guidelines exists. If during preliminary meeting, SBC is of opinion that prima facie no case is made out, it shall return the case to the Concerned Department.
  - ii) If it is decided to proceed for banning action, to recommend for issue of show-cause notice (as per para 9) to the Agency by the Concerned Department, as to why action should not be taken against the Agency, including its interconnected agencies, under the Guidelines for Banning of Business Dealings with them. Agency should be asked to submit its reply within 15 days of the show-cause notice.
  - iii) To examine the reply given by the Agency to show-cause notice and call the Agency for personal hearing, if required.
  - iv) To submit final recommendation to the Concerned Department for banning of business dealings with the Agency or Board wide Hold on participation of the Agency in tenders or exoneration.
- 7.4 If banning is recommended by the Standing Banning Committee of any Department / Division, the proposal containing the facts of the case, proper justification of the action proposed, relevant supporting documents along with the recommendation of the SBC and proposed banning period should be sent by the Concerned Department and duly forwarded by the Head of the Department / Division, to the Competent Authority. Based on this proposal, a decision for banning or otherwise shall be taken by the Competent Authority.

At this stage if it is felt by the Competent Authority that there is no sufficient ground for banning, then the case with detailed reasons shall be sent back to the respective Department / Division for necessary action at their end. The Competent Authority may consider and pass an appropriate Speaking Order:

- a) For exonerating the Agency if the charges / allegations are not established;
- b) For banning the business dealings with the Agency or

- c) For putting on Hold the participation of the Agency in tenders in the concerned Department / Division.

- 7.5 If the Competent Authority decides that it is a fit case for banning of business dealings with the Agency, the Competent Authority shall pass necessary orders which shall be routed back to the Department concerned for issuance of banning orders to the Agency. However, in cases where there is a shortage of suppliers and banning may hurt the overall interest of DPA, endeavor should be to pragmatically analyze the circumstances, try to reform the Supplier and to get a written commitment from them that their performance will improve.
- 7.6 If the Competent Authority decides to ban business dealings, the period for which the ban would be operative shall be mentioned. If applicable, the order may also mention that the ban would extend to the interconnected agencies of the Agency. The Speaking Order for banning would be conveyed by the Concerned Department to the Agency concerned and copy circulated to all Departments of DPA.
- 7.7 The Banning period may range from 1 year to 3 years depending on the gravity of the case as decided by the Competent Authority. Ordinarily, the period of banning shall be in the range of 1-2 years from the date of issuance of order depending on the severity of the irregularities / lapses committed / termination of contract due to poor performance, etc. However, in case of fraud / forgery / corrupt / fraudulent practice or tampering of documents by the Agency as given in para 6.7 above, the period of banning to be imposed on the Agency would be three years. The period of suspension, if any, shall be accounted for up to a maximum of 6 months in the period of banning provided the banning order is issued within the period of suspension.
- 7.8 As far as possible, the Agency under banning should be allowed to complete the job of existing contracts, unless the Competent Authority, having regard to the circumstances of the case, decides otherwise. Once the order for banning is issued, existing offers against ongoing tenders (prior to issuance of contract) / new offers of the Agency shall not be entertained during the period of banning. In addition, if the Agency has been banned under provisions of Para 6.7, then the particular contract in which the irregularity has been proved will be terminated with immediate effect. In exceptional cases, where it would not be prudent to terminate the said contract with immediate effect, the contract may be allowed to continue for such minimum period during which alternate arrangement(s) can be made. The same shall however require the approval of the Chairman / HoD where the exigency to continue the contract has been clearly brought out.
- 7.9 In case the Competent Authority has decided to exonerate the Agency, the Concerned Department will issue the exoneration letter to the Agency concerned as well as communicate to all Departmental Heads within the Department / Division. If the Agency has been suspended in the case under consideration, in the same letter to the Agency it must be clarified that the Suspension has also been revoked.
- 7.10 Procedure for Banning of Business Dealings with Foreign Suppliers.
- i) Banning of the Agencies shall apply throughout the Company including Subsidiaries.
  - ii) The complaint against any Foreign Supplier shall be investigated by Head of Department of DPA or any other Investigating Department. After investigation, depending upon the gravity of the misconduct, Investigating Department may send their report to Head of Department of DPA to place it before a Committee referred at 5.5 (ii) above. The Committee shall examine the report and give its comments / recommendations within 21 days of receipt of the reference by Head of Department, DPA.
  - iii) The comments / recommendations of the Committee shall be placed by Head of Department before DPA Board's Committee constituted for the above purpose. If DPA Board's Committee decides that it is a fit case for initiating banning action, it will direct Chairman of DPA to issue show-cause notice to the Agency for replying within a period of 15 days of receipt of the show-cause notice or reasonable time.
  - iv) On receipt of the reply or on expiry of the stipulated period, the case shall be submitted by DPA Board's Committee to Chairman of DPA for consideration & decision.

v) The decision of the Chairman of DPA shall be communicated to the Agency by DPA.

## **8. Department / Division wide Hold on participation of the Agency in Tenders**

- 8.1 If the SBC recommends for Board wide Hold on participation of the Agency in Tenders on coming to a conclusion that the charge against the Agency is minor in nature, the Concerned Department shall put up a proposal to the Competent Authority containing facts of the case, proper justification of action proposed, relevant documents alongwith the recommendations of the Committee and proposed period for Hold from participation in tenders. If the Competent Authority decides that it is a fit case for Board wide Hold on participation of the Agency in tenders, the Competent Authority may pass necessary orders which shall be communicated to the Agency by the Concerned Department. The period of Hold may range from 6 months to 1 year.
- 8.2 The effect of Board wide Hold on participation of the Agency in tenders would be that the Agency would not be considered for any type of Tenders for such period as mentioned in the order at any stage before issuance of contract. Other existing contracts with the Agency would continue unless otherwise decided by the Competent Authority. However, no repeat orders would be placed on the party for the period as mentioned in the order.
- 8.3 The modalities for effecting Hold on participation of the Agency in tenders and re-entry after completion of period of Hold shall be worked out by the concerned Department / Division as the Hold is Department / Division specific.

## **9. Show-cause Notice**

- 9.1 In case where the Competent Authority decides that action against an Agency is called for, a show-cause notice shall be issued to the Agency by the Concerned Department. Statement containing the imputation of misconduct should be appended to the show-cause notice and the Agency should be asked to submit within 15 days a written statement in its defence. It must be clearly mentioned in the Show-Cause Notice that DPA hereby proposes to initiate action against the Agency in terms of the Guidelines on Banning of Business Dealings. Generally, all communication with the Agency shall be through email mentioned by Agency in contract or last known email and postal address.
- 9.2 If the Agency requests for inspection of any relevant document in possession of DPA, necessary facility only for inspection of documents may be provided.

## **10. Appeal against the Decision of the Competent Authority**

- 10.1 The Agency may file an appeal against the order of Board-wide banning of business dealings / suspension / Board wide Hold on participation of the Agency in tenders. The appeal shall lie to the respective Appellate Authority only. Such an appeal shall be preferred within 30 days of receipt of the order.
- 10.2 Appellate Authority would consider the appeal and pass appropriate Speaking Order which shall be communicated by the Concerned Department to the Agency as well as the Competent Authority whose Order has been appealed.

## **11. Circulation of the names of Agencies with whom Business Dealings have been banned**

- 11.1 The Board shall upload/update the list of banned agencies along with the period of banning immediately on issue of the banning order on the Board's website as well as DPA Tenders website for wider circulation. Other Boards would check the list of banned Agencies before proceeding on tenders at their respective Boards. Boards having SAP/SRM system shall disable the banned vendors in SAP/SRM from issuance of further Enquiry/Purchase Order till the expiry of the banning period.
- 11.2 Depending upon the gravity of misconduct established, the Competent Authority may advise Head of Vigilance Department / HoD for circulating the names of Agency with whom business dealings have been banned, to the Government Departments, other Boards, Public Sector Enterprises, etc., for such action as they deem appropriate. The updated list of banned Agencies must be uploaded by Board on DPA Tenders website for wider circulation.

- 11.3 If Government Departments or a Public Sector Enterprise request for more information about the Agency with whom business dealings have been banned, a copy of the report of Investigating Department / Standing Banning Committee / DPA Board's Committee together with a copy of the order of the Competent Authority / Appellate Authority may be provided.
- 11.4 If business dealings with any Agency have been banned by the Central or State Government or any other Public Sector Enterprise, DPA may, on receipt of such information, without any further enquiry or investigation, issue an order banning business dealings with the Agency and its interconnected Agencies. In event of receipt of information, the procedure for banning in DPA will still have to be followed though no investigation will be called for, and the banning period proposed should be co-terminus with the period of banning in the organization which has issued the banning order but limited to the maximum period of banning as per the extant banning guidelines of DPA. On completion of the banning period as per DPA banning order, the Agency will be eligible for participating in any tenders in DPA irrespective of banning status in the other organization.
- 11.5 Based on the above, Departments / Divisions may take necessary action for implementation of the Guidelines for Banning of Business Dealings and same be made a part of the tender documents.

## **12. Saving**

Any amendment to the guidelines shall require the approval of Chairman, DPA.

X-X-X-X