DEENDAYAL PORT AUTHORITY

MECHANICAL ENGINEERING DEPARTMENT

दीनदयाल पत्तन प्राधिकरण
DEENDAYAL PORT AUTHORITY

TENDER DOCUMENTS FOR

"DESIGN, SUPPLY, INSTALLATION, TESTING & COMMISSIONING OF 5 MW GREEN HYDROGEN PLANT IN DPA WITH CAPABILITIES TO FURTHER ENHANCE UP TO 10 MW IN FUTURE BY USING COMMON INFRASTRUCTURE FACILITIES ON EPC MODE".

Tender No.: CME/Electrical/1845

OFFICE
Chief Mechanical Engineer
Deendayal Port Authority
Annex - Administrative Office Building,
Second Floor, Room No. 316
Deendayal Port Authority
Gandhidham
Kutch, Gujarat – 370201.

CONTENTS OF TENDER DOCUMENT

BID REFERENCE NO.: CME/Electrical/1845

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DEENDAYAL PORT AUTHORITY

TENDER NO. CME/Electrical/1845

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

Name of Work	Cost of tender document (INR)	Estimated cost (INR)	EMD (INR)	Bid Document Downloading Start Date	Last date and time of submission of Bid	Date and time of opening of Bid
Design, Supply, Installation, Testing & Commissioning of 5 MW Green Hydrogen plant in DPA with capabilities to further enhance up to 10 MW in future by using common infrastructure facilities on EPC Mode.	Rs. 5,900/- (including GST)	Rs. 85,00,00,000/-	Rs. 50 Lakhs	08/10/25	16:00 Hrs. on 30/10/25	16:15 Hrs. on 30/10/25

Detailed tender notice along with complete tender documents can be downloaded from website: https://tender.nprocure.com, http://www.eprocure.gov.in. and also available on http://www.deendayalport.gov.in from 08/10/2025. Pre bid meeting will be held on 16/10/2025 at 15:00 Hrs.

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

Chief Mechanical Engineer
Deendayal Port Authority

NOTICE INVITING ONLINE TENDER

Department	Mechanical Engineering Department
Circle/ Division	Circle Division
Tender Notice No.	CME/Electrical/1845
Name of Work	**Design, Supply, Installation, Testing & Commissioning of 5 MW Green Hydrogen plant in DPA with capabilities to further enhance up to 10 MW in future by using common infrastructure facilities on EPC Mode.**
Estimated Contract Value (INR)	**Rs.85,00,00,000 /- (Rupees Eighty Five Crores).**
Period of Contract	Part A & Part B: The plant shall be commissioned within 09 (nine) months after handing over the site post readiness of civil work by DPA to the contractor. Part-C: O&M period it shall be after taking over of plant and intimation to start the O&M for a period of 36 months.
Bidding Type	Open
Bid Call (Nos.)	One
Tender Currency Type	Single
Tender Currency Settings	INR
Pre-Qualifying Criteria:	**1. Financial Capability:** The average annual financial turnover of the Bidder or its parent / holding company / promoter/ wholly owned subsidiary of the bidder over the past three years ending 31st March of previous financial year **(FY 2022-23, FY 2023-24 & 2024-25)** should not be less than **Rs.25,50,00,000.00** Certified by Chartered Accountant with UDIN. **2. Similar Work Experience:** 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: (i) Three similar completed works each costing not less than **Rs. 34,00,00,000.00** (Excluding of GST) Or (ii) Two similar completed works each costing not less than **Rs. 42,50,00,000.00** (Excluding of GST) Or (iii) One similar completed work costing not less than **Rs.68,00,00,000.00** (Excluding of GST) **<u>Similar works means</u>**:

	Experience in at least one of following sectors with Hydrogen handling facilities: • **Refinery unit or Petrochemical unit or Fertiliser units (OR)** • **Hydrogen generation unit in any sector (OR)** • **Power Plant (OR)** • **Hydrogen blending unit in any sector (OR)** • **Water Electrolysis based Hydrogen unit with minimum 0.5 MW capacity,** For the purposes of qualification requirements of this Tender, credentials submitted by the bidder for their own or its parent /holding company /promoter company/wholly owned subsidiary company shall also be considered. **3. Capability of Manufacturing Facilities under Make in India:** *(1) The Bidder shall be Indigenous Electrolysers Manufacturer (Make in India Initiatives) – Technology provider with designing and manufacturing of electrolysers for Green Hydrogen production under Make in India.* *The electrolyser stacks shall be manufactured in India with minimum of 80% Local Content.* *(2) The Bidder shall be having at least one existing already operational electrolyser plant in India and their technology shall be scalable, ensuring minimal execution risk for our project for future expansion.* *(3) The Bidder shall be an Indian company with already performing the work related to Engineering and clean energy solutions and they shall offer technical and after sales support, ensuring smooth operations and maintenance of plant in long run.* **4. Satisfactory Completion or Substantial Completion:** ***Experience in last Seven (7) years:*** Copies of work order(s) & respective satisfactory completion(s) / performance certificate(s) must be furnished in support of meeting similar work experience. For ongoing works, the bidder shall submit satisfactory substantial completion certificate in place of completion certificate/performance certificate from the employer indicating both 'financial value of work done' and 'certificate of functional completion' of the work, for qualification.

	Substantial completion shall be based on 80 (eighty) % (value wise & functional wise) or more works completed under the contract. **Note:** (1) In case a work is started prior to 07 (seven) years, ending last day of month previous to the one in which tender is invited, but completed in the last 07 (seven) years, ending last day of month previous to the one in which tender is invited, the completed work pertaining to only "within last seven years" criteria shall be considered for fulfilment of the credentials and the bidder has to submit certificate in this regard from the employer/CA certificate with UDIN. (2) In case a work is considered similar in nature for fulfilment of technical credentials, the overall cost of that work shall be considered and no separate evaluation for each component of that work shall be made to decide eligibility. (3) In case the similar work has been executed for any private body, the bidder will be required to produce the tax deducted at source (TDS) certificate indicating the income tax deducted by the client for that work, which will form the basis for assessing the value of completed work. There should be a particular row in the TDS certificate (Form 16A or Form 26AS), which indicates the credit of the payment received from the client for the work, should be highlighted. (4) Along with the TDS certificate, a declaration on the letter head of a Chartered Accountant should be submitted giving details such as the name of bidder, the name of the client for which the bidder has carried out the work, name of work, work order no. and date, gross amount of the payment, net amount received from the client, TDS amount. The statement should be certified and signed by the Chartered Accountant with UDIN. **5. Bid Capacity:** Bidders or its parent / holding company / promoter/ wholly owned subsidiary of the 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 x M x N - B, Where, "A" = Maximum value of works executed in any one year

<table>
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<td>during 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 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 Office or his nominee-in charge.

The bidder shall submit Bid Capacity calculations along relevant information/documents with the bid, falling which bid will be considered as non-responsive.

Note: For bring the value of works to current level,
<table>
<tr><td>Financial Year</td><td>2024 - 25</td><td>2023 - 24</td><td>2022 – 23</td><td>2021 - 22</td><td>2020 - 21</td></tr>
<tr><td>Multiplying Factor</td><td>1.00</td><td>1.02</td><td>1.02</td><td>1.11</td><td>1.26</td></tr>
</table>
following multiplying factors shall be applicable with reference to escalation based on WPI.

IMPORTANT: (i) The value of annual turnover, is not to be considered towards — A as mentioned in the formula. (ii) The information shall be provided as per the format given at Section-IX.

6. <u>Site Visit:</u>
The Bidder shall visit the site and acquaint themselves of the prevailing local conditions before submitting their bid and must submit the site visit certificate as per Form-12, bidder who has not physically visited the site and or not uploaded the Form-12, their bid shall be declared technically disqualified).

7. Compliance of restrictions for countries which share land border with India as per Clause no. 16 of Section-III (SCC).</td>
</tr>
<tr>
<td>Joint Venture/Consortium:</td>
<td><u>Allowed</u>
• The number of partners in JV/Consortium shall be limited to maximum of two.
• In case of JV to qualify experience in similar works, merging of</td>
</tr>
</table>

	work order value executed by one or two of its member JV either as a whole or as member of JV shall not be permitted to qualify eligible works in terms of similar completed works. Only no. of work orders executed by members of JV shall be merged to evaluate experience. • Lead partner should have executed at least one similar work costing **Rs.3400 lakhs** as per Minimum Eligibility Criteria. • The works reckoned for the above purpose are those executed by the bidder as prime contractor or proportionately as member of JV or as a sub-contractor, authorized and approved by the Employer of the work(s) against which the tenderer has claimed his experience. Further they may upload the scanned permission letter for sub-contractor issued by principle (main client) otherwise the bid shall stand non-responsive. • In the case of bid submitted by JV/ Consortium, the ***lead partner of the JV shall meet the Minimum Eligibility Criteria of Financial Turnover.*** • Bid Security as required shall be furnished by lead member of JV.
Integrity Pact Agreement:	Integrity Pact need to **be submitted in Preliminary bid stage duly scanned, stamped, signed, and dated along with one witnesses' signatures (to be arranged by the bidder) as per format available in Section – VI: (Form – 6)** in the tender document **failing which bid submitted by the bidder shall be considered non-responsive and will be rejected, Technical documents of those non-responsive bidders shall not be opened.** The potential bidders shall download and print the IP 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. In case of proprietorship firm IP agreement shall be signed by sole proprietor. In case of Partnership firm, IP agreement needs to be signed by all the partners of partnership firm and copy of partnership deed shall be submitted at preliminary bid stage, failing which

	bid will be treated as not responsive. In case of JV/consortium, IP agreement needs to be signed by all the partners/members of JV/consortium and copy of JV agreement shall be submitted at preliminary bid stage, failing which bid will be treated as not responsive. In case of company, IP agreement shall be signed by the authorized signatory accompanied by POA and Board resolution. **Note:** However, in case of any technical glitch due to which any potential bidder is unable to upload the IP Agreement, then he/she shall submit the hardcopy 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.
Downloading Websites:	https://tender.nprocure.com http://www.deendayalport.gov.in. http://www.eprocure.gov.in.
Bid Document Fee:	**Rs.5,900/-** (Including GST)
Bid Document Fee Payable To:	Deendayal Port Authority, Gandhidham
Bid Security/ EMD(INR):	**Rs.50,00,000/- (Rupees Fifty Lakhs only)**
Bid Security/ EMD (INR) In Favour of:	Board of Deendayal Port Authority, Gandhidham in form of Bank Guarantee/Insurance Surety Bond.
Bid Document Downloading Start Date	08/10/2025
Bid Document Downloading End Date	30/10/2025
Date & Place of Pre-Bid Meeting	16/10/2025 at 15:00 Hrs. in the Board Room.
Last Date & Time for Receipt of Bids	30/10/2025 up to 16:00 Hrs.
Bid Validity Period	120 Days from the date of opening of technical bid.
Condition for EMD & Tender fee.	**TENDER FEES:** Rs. 5,900/- (incl. of GST) shall be made through online payment mode in **Bank of Baroda**, **Gandhidham Branch, a/c no.: 10080100022427, IFSC Code: BARBOGANKUT.** **EMD: Rs. 50,00,000/- (Rupees Fifty Lakhs only)**, The EMD shall be deposited in the form of Insurance surety bond / Bank

<table>
<tr><td></td><td>Guarantee drawn in favour of Board of Deendayal Port Authority, Gandhidham, from any Nationalized Bank / Scheduled Bank (except co-operative bank) having its branch in Gandhidham. (Format available in Section –IV).

<table>
<tr><th>Code / Sub-class</th><th>Description</th></tr>
<tr><td>Sub-class 20111</td><td>Manufacture of liquefied or compressed inorganic industrial or medical gases (elemental gases, liquid or compressed air, refrigerant gases, mixed industrial gases etc.)</td></tr>
<tr><td>Sub-class 20116</td><td>Manufacture of basic chemical elements</td></tr>
<tr><td>Sub-class 20119</td><td>Manufacture of organic and inorganic chemical compounds</td></tr>
<tr><td>Sub-class 19201</td><td>Production of liquid and gaseous fuels, illuminating oils, lubricating oils or greases or other products from crude petroleum or bituminous minerals</td></tr>
<tr><td>Sub-class 35201</td><td>Manufacture of gas</td></tr>
</table>
<u>MSEs:</u> In case of Micro and Small Enterprise (MSEs) holding valid certificate issued by any agencies/organization under the Ministry of Micro, Small and Medium Enterprises indicating the list of activity related to the subject tender as per National Industrial Classification-2008 mentioned in the table below only shall become eligible for exemption from payment of tender fee/EMD. <u>Such bidder shall also upload the scanned copy of valid & relevant certificate on (n) procure website along with 'Bid Securing Declaration Form' (Section-VIII) in preliminary bid failing which the bid shall be considered non-responsive.</u></td></tr>
<tr><td>Banking Details:</td><td>Bank of Baroda, Gandhidham Branch, a/c no.: 10080100022427, IFSC Code: BARBOGANKUT.</td></tr>
<tr><td>Bid Opening Date:</td><td>Preliminary Bid will be opened on 30/10/2025 @ 16:15 Hrs. Date of opening of Technical and Financial bid shall be decided at latter date by DPA.</td></tr>
<tr><td>Documents required to be submitted by scanning through online:</td><td>1. Tender fee only through online digital mode of payment.

2. EMD in the form of Bank Guarantee / Insurance Surety Bond shall also be acceptable as per format annexed at Form-7/Form – 13.

2. Integrity Pact Agreement (Form – 6).

3.Documents in support of fulfilling qualifying criteria as indicated above.

4.Documents required under clause no.4.2 of Section – I.

For the purpose of realization, the bidder shall send the all above documents in original/attested copies to bid inviting authority of DPA within 7 days from the last date of opening of preliminary bid through post or by hand.</td></tr>
</table>

Officer Inviting Bids:	Chief Mechanical Engineer, Deendayal Port Authority, Second Floor, Room No.316, Annex – Administrative Office Building, Gandhidham – Kutch, Gujarat -370201
Bid Opening Authority:	Chief Mechanical Engineer, Deendayal Port Authority.
Address:	Chief Mechanical Engineer, Deendayal Port Authority, Second Floor, Room No.316, Annex – Administrative Office Building, Gandhidham – Kutch Gujarat -370201
Contact Details:	cme@deendayalport.gov.in Contact No.: +91 9913113224, 9824813359

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, Bodakdev, Ahmedabad – 380054 (Gujarat)

Contact Details:
Airtel: +91-79-40007501, 40007512, 40007516, 40007517, 40007525
BSNL: +91-79-26854511, 26854512, 26854513 (EXT: 501, 512, 516, 517, 525)
Reliance: +91-79-30181689 Fax: +91-79-26857321, 40007533
E-mail:nprocure@gnvfc.net
TOLL FREE NUMBER: 1-800-233-1010 (EXT: 501, 512, 516, 517, 525)

Chief Mechanical Engineer
Deendayal Port Authority

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

SECTION – I
INSTRUCTION TO BIDDERS

A. GENERAL

1. **Scope of Bid**

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

1.2 The successful bidder will be expected to complete the works by the intended completion period.

2. **Source of funds**

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

3. **Eligible Bidders**

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

3.1 The invitation for Bids is open to all eligible bidders meeting the eligibility criteria as defined in clause regarding Eligibility Criteria.

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

3.3 Bidders shall not be under a declaration of ineligibility for corrupt and fraudulent practices issued by the employer.

4. **Eligibility Criteria:**

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

FINANCIAL QUALIFICATION		
Sr. No.	**Pre-Qualifying Criteria**	**Supporting Documents**
(1)	The average annual financial turnover of the Bidder or its parent / holding company / promoter/ wholly owned subsidiary of the bidder over the past three years ending 31st March of previous financial year **(FY 2022-23, FY 2023-24 & 2024-25)** should not be less than **Rs.25,50,00,000.00** Certified by Chartered Accountant with	Turnover Certificate issued by the Chartered Accountant with UDIN.

	UDIN.	
TECHNICAL QUALIFICATION		
Sr. No.	**Qualifying Criteria**	**Supporting Documents**
(2)	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: (i) Three similar completed works each costing not less than **Rs. 34,00,00,000.00** (Excluding of GST) Or (ii) Two similar completed works each costing not less than **Rs. 42,50,00,000.00** (Excluding of GST) Or (iii) One similar completed work costing not less than **Rs.68,00,00,000.00** (Excluding of GST) **"Similar Works":** Experience in at least one of following sectors with Hydrogen handling facilities: • **Refinery unit or Petrochemical unit or Fertiliser units (OR)** • **Hydrogen generation unit in any sector (OR)** • **Power Plant (OR)** • **Hydrogen blending unit in any sector (OR)** • **Water Electrolysis based Hydrogen unit with minimum 0.5 MW capacity,** Submitted credentials by the bidder or its parent / holding company / promoter company/ wholly owned subsidiary company shall also be considered towards experience criteria for similar works.	**Supporting Documents for Technical Qualification:** Copies of work order(s) & respective satisfactory completion(s) / performance certificate(s) must be furnished in support of meeting similar work experience. For ongoing works, the bidder shall submit satisfactory substantial completion certificate in place of completion certificate/performance certificate from the employer indicating both 'financial value of work done' and 'certificate of functional completion' of the work, for qualification. **Note:** (1) Substantial completion shall be based on 80 (eighty) % (value wise & functional wise) or more works completed under the contract. (2) Such completion certificate should be issued on the letter head of the client and invariably reflect the following details: a. Name of Contractor b. Name of Work c. No. of work order/agreement and date d. Contract value e. Contract period f. Date of commencement of work g. Date of completion h. Value of Work executed during the contract period/original contract period. i. Date of issue of completion certificate. **Note:** (1) In case a work is started prior to 07 (seven) years, ending last day of month previous to the one in which tender is invited, but completed in the last 07 (seven) years, ending last day of month previous to the one in which tender is invited, the

		completed work pertaining to only "within last seven years" criteria shall be considered for fulfilment of the credentials and the bidder has to submit certificate in this regard from the employer/CA certificate with UDIN. (2) In case a work is considered similar in nature for fulfilment of technical credentials, the overall cost of that work shall be considered and no separate evaluation for each component of that work shall be made to decide eligibility.
(3)	In case the similar work has been executed for any private body, the bidder will be required to produce the tax deducted at source (TDS) certificate indicating the income tax deducted by the client for that work, which will form the basis for assessing the value of completed work. **<u>Important:</u>** (1) The particular row in the TDS certificate (Form 16A or Form 26AS), which indicates the credit of the payment received from the client for the work, should be highlighted. (2) Along with the TDS certificate, a declaration on the letter head of a Chartered Accountant should be submitted giving details such as the name of bidder, the name of the client for which the bidder has carried out the work, name of work, work order no. and date, gross amount of the payment, net amount received from the client, TDS amount. The statement should be certified and signed by	A copy of TDS certificate along with a declaration on the letter head of a Chartered Accountant.

	the Chartered Accountant with UDIN.	
(4)	**Capability with Manufacturing Facilities under Make in India:**	
(i)	*The Bidder shall be Indigenous Electrolysers Manufacturer (Make in India Initiatives)- Technology provider with designing and manufacturing of electrolysers for Green Hydrogen production under Make in India.* *The electrolyser stacks shall be manufactured in India with minimum 80% Local Content.*	The bidder shall submit a copy of certificate from the statutory auditor or cost auditor of the company (in the case of companies) or from practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content, along with the details of the locations at which the local value addition is made.
(ii)	*The Bidder shall be having at least one existing already operational electrolyser plant in India and their technology shall be scalable, ensuring minimal execution risk for our project for future expansion.*	Necessary supporting document in this respect shall be submitted by the Bidder. Self–declaration by the bidder in this regard will not be considered.
(iii)	*The Bidder shall be an Indian company with already performing the work related to Engineering and clean energy solutions and they shall offer technical and after sales support, ensuring smooth operations and maintenance of plant in long run.*	Necessary supporting document in this respect shall be submitted by the Bidder. Self – declaration by the bidder in this regard will not be considered.
(5)	**Bid Capacity:** Bidders or its parent / holding company / promoter/ wholly owned subsidiary of the 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 x M x N - B, where, "A" = Maximum value of works executed in any one year during 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.	The bidder shall submit Bid Capacity calculations along with relevant information/documents with the bid duly certified by Charted Accountant with UDIN, falling which bid will be considered as non-responsive. 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. The information shall be provided as per the format given at Section-IX duly certified by the Charted Accountant.

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

The bidder shall submit Bid Capacity calculations along relevant information/documents with the bid, falling which bid will be considered as non-responsive.

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.

Note: For bring the value of works to current level, following multiplying factors shall be applicable with reference to escalation based on WPI.
<table>
<tr><th>Financial Year</th><th>Multiplying Factor</th></tr>
<tr><td>2024 - 25</td><td>1</td></tr>
<tr><td>2023 - 24</td><td>1.02</td></tr>
<tr><td>2022 - 23</td><td>1.02</td></tr>
<tr><td>2021 - 22</td><td>1.11</td></tr>
<tr><td>2020 - 21</td><td>1.26</td></tr>
</table>
IMPORTANT: (i) The value of annual turnover, is not to be considered towards — A as mentioned in the formula. (ii) The information shall be provided as per the format given at Section-IX.</td>
<td></td>
</tr>
<tr>
<td>(6)</td>
<td><u>Site Visit Certificate:</u>
The Bidder shall visit the site and acquaint themselves of the prevailing local conditions before submitting their bid and must submit the site visit certificate as per Form-12 (The bidder who has not physically visited the site and not uploaded the Form-12, their bid shall be declared technically disqualified.)</td>
<td>A Bidder shall submit duly filled & signed Form-12 towards evidence of site visit.</td>
</tr>
</table>

(7)	Compliance of restrictions for countries which share land border with India.	Shall comply with Clause no. 16 of Section-III (SCC)

4.2 **All bidders shall scan and forward legible scanned copies of the following information and documents with their bids.**

a. Copies of original documents defining the constitution or legal status, place of registration, and principal place of business, written power of attorney of the signatory of the Bidder to commit the Bid.

b. Total monetary value of similar works performed for each of the last seven years ending last day of month previous the one in which applications are invited.

c. Experience in works of a similar nature and size for each of the last seven years, and details of works underway or contractually committed, and Employers who may be contacted for further information on those contracts.

d. Reports on the financial standing of the Bidder, such as profit and loss statements and auditor's reports for the past three years ending 31st March of the previous financial year with UDIN.

e. Duly filled Forms mentioned in **Section – IV: From 1 to 13.**

f. PAN, Registration with GST, Provident Fund Authorities.

g. EMD in the form of BG/Insurance Surety Bond & Tender fee should be paid through online transfer in Bank of Baroda, Gandhidham Branch, from Nationalized/Scheduled bank. Legible scan copy of RTGS no. and date of transfer shall send for the purpose of realization.

h. Information regarding any litigation, current or during the last five years, in which the Bidder is involved, the parties concerned, and disputed amount.

i. A certificate by the bidder that they have not been banned / black listed by any govt. Agency.

j. Power of attorney (dully accompanied by resolution of Board in case of company).

k. Qualifications and experience of key site management and technical personnel proposed for the contract.

l. The proposed methodology and program of work, backed with equipment planning and deployment, duly supported with broad calculations and quality control procedures proposed to be adopted justifying their capability of execution and completion of the work as per technical specifications within the stipulated period of completion as per milestones.

m. The completion certification should invariably mention the reference no. of work order, the date of completion and amount of work done.

n. The copy of the work order should also be submitted for which the bidder is submitting completion certificate.

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

p. Bidders should give an undertaking letter duly stating that the documents submitted by them in support of their credentials are genuine and DPA is at liberty to take any action against the bidder if the said documents are found to be non- genuine.

q. Bidders should give an undertaking that they will comply to the specifications of the work including terms and conditions in total without any deviation.

r. At the time of submission of tender document, the bidder shall give an undertaking that no changes have been made in the document.

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

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

5. **One Bid per Bidder**

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

6. **Joint Venture**

6.1 In case of association in the form of consortium or joint venture agreement, the members of the association shall nominate one of the members as "lead partner" for participating in the tender and signing all the documents related therewith up to signing of agreement and execution of all the contractual obligations thereafter (in case of award of contract). All the partners of the association must also, jointly, and severally, be responsible for satisfactory execution and performance of the contract. The contractors with at least 26% equity holding each shall be allowed to jointly meet the eligibility criteria.

6.2 Conditions for bid submission by Joint Venture:

(i) The number of partners in JV/Consortium shall be limited to maximum of two.

(ii) In case of JV to qualify experience in similar works, merging of work order value executed by one or two of its member JV either as a whole or as member of JV shall not be permitted to qualify eligible works in terms of similar completed works. Only no. of work orders executed by members of JV shall be merged to evaluate experience.

(iii) Lead partner should have executed at least one similar work costing Rs. 3400 lakhs as per Minimum Eligibility Criteria.

(iv) The works reckoned for the above purpose are those executed by the tenderer as prime contractor or proportionately as member of JV or as a sub-contractor, authorized and approved by the Employer of the work(s) against which the tenderer has claimed his experience. Further they may upload the scanned permission letter for sub-contractor issued by principle (main client) otherwise the bid shall stand non-responsive.

(v) In the case of bid submitted by JV/ Consortium, the lead partner of the JV shall meet the Minimum Eligibility Criteria of Financial Turnover.

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

(vii) A legally binding Joint venture / Consortium Agreement signed by authorized

signatories of all the partners of the JV/Consortium, as per the Proforma / Forms at Section - IV, shall be enclosed with the bid.

(viii) Power of attorney duly executed and signed by legally authorized signatories of all the partners, authorizing the Lead Partner (a) to submit bid, negotiate and conclude contract and incur all liabilities therewith on behalf of the partner(s) of the JV/Consortium during the bidding process; and (b) in the event of a successful bid, to incur liabilities and receive instructions for and on behalf of the partner(s) of the JV /Consortium and to carry out the entire execution of the contract including payment, exclusively through Lead Partner, as per the Proforma / Forms at Section - IV, which shall be duly authenticated by a notary public or equivalent certifying authority, shall be enclosed with the bid.

(ix) The bid and in the case of the successful bidder, the Agreement, shall be signed and / or executed in such a manner for making it legally binding on all partners (including operative parts of the ensuing Contract in respect of Agreement of Arbitration, etc.). The Contract shall be signed by legally authorized signatories of all partners.

(x) The Lead Partner shall be authorized to receive instructions for and on behalf of the partners of the Joint venture and entire execution of the Contract including payment shall be carried out exclusively through the Lead Partner. A Statement to this effect should be included in the Joint Venture Agreement.

(xi) All partners of the Joint Venture shall be liable jointly and severally for the execution of the Contract in accordance with the Contract terms, and a Statement to this effect should be included in the Joint Venture Agreement.

(xii) Bid Security as required shall be furnished by Lead Member of Joint venture.

(xiii) Performance Guarantee, as required, will be furnished by Lead Member of Joint venture.

(xiv) Participation by a firm in more than one JV /Consortium is not permissible. A firm who submits bid on individual capacity is not eligible to be a partner of a JV /Consortium. In case a firm's name appears in more than one bid then both application may be rejected.

(xv) Each partner must submit the complete documentation, or portions applicable thereto, required qualifying the firm for bidding.

(xvi) All the partners of the JV/Consortium shall be jointly and severally liable for due performance, recourse/sanctions within the joint venture in the event of default of any partner and arrangements for providing the required indemnities.

(xvii) Notwithstanding demarcation or allotment of work among the partners, each partner shall be liable for non-performance of the whole contract irrespective of their demarcation or share of work.

(xviii) The Lead Partner shall be authorized to act on behalf of the JV/Consortium.

(xix) All the correspondences between the Employer and the contractor shall be routed through the Lead Partner.

(xx) In the event of default by the Lead Partner, it shall be construed as default of the Contractor; and Employer will take action under relevant clause(s) of the Bid Document and/or General Terms and Conditions of Contract.

(xxi) An undertaking that all the partners are jointly and severally liable to the Employer for the performance of the contract shall be enclosed with the bid.

(xxii) In the event of any partner leaving the JV, it shall be intimated to the Employer within 30 days by other partner(s). Failure to do so shall be construed as default of

the contractor and the Employer may take action under relevant clause(s) of the Bid Document and/or General Terms and Conditions of Contract.

(xxiii) The contractor shall not alter its composition or legal status without the prior written permission of the Employer. Failure to do so shall be construed as default of the contractor and the Employer may take action under relevant clause(s) of the Bid Document and/or General Terms and Conditions of Contract.

(xxiv) One of the partners of JV/Consortium should have downloaded the bid documents.

7. **Cost of Bidding**

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

8. **Site Visit**

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

B. BIDDING DOCUMENTS

9 Content of Bidding Documents

9.1 The set of bidding documents comprises the documents listed in the below and addenda issued in accordance with clause-9:
Bid Reference No. CME/Electrical/1845

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

9.2 The bidding documents shall be downloaded. The documents should be completely filled and submitted through on line E – Tendering process.

9.3 The bidder is expected to examine carefully all instructions, conditions of contract, forms, terms, technical specifications, bill of quantities, in the bid document. Failure to comply with the requirements of the bid document shall be at the bidder's own risk. Bids which are not substantially responsive to the requirements of the tender documents shall be rejected.

10. Clarifications of the Bidding Documents.

10.1 A prospective bidder requiring any clarification of the bidding documents may notify the employer in writing preferably one week before the date of pre-bid meeting. The employer may respond to any request for clarification which are received prior to date of pre-bid meeting. The clarifications shall be uploaded on Website https://tender.nprocure.com, http://www.eprocure.gov.in. and www.deendayalport.gov.in.

10.2 Pre–Bid meeting:

(i) The bidder or his official representative may attend pre-bid meeting to be held at Board Room on 16/10/2025 at 15:00 hrs. The bidders/representative of bidders who wish to attend the Pre-Bid meeting shall furnish the authority letter on the letter head of Bidder, for attending the Pre-Bid Meeting on behalf of bidder at the time of Pre-Bid Meeting. The bidders shall submit their queries in the tender on or before the pre-bid meeting date. Any queries received after the pre-bid date shall not be entertained in any case.

(ii) The purpose of the meeting will be to clarify issues related to work and tender conditions.

(iii) Pre – Bid clarifications will be uploaded in https://tender.nprocure.com, http://www.eprocure.gov.in. or www.deendayalport.gov.in website without disclosing source of enquiry.

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

(v) At any time prior to the deadline for submission of Bids, employer may, for any reason, whether at its own initiative or in response to a clarification sought by any prospective bidder, modify the bidding documents by amendment / addendum.

(vi) Those bidders who download the tender document from the website shall be solely responsible to check the web site for the amendment issued in shape of Corrigendum and/or Addendum.

11. Language of Bid

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

12. Documents comprising the Bid

The bid submitted by the bidder shall comprise the following:

A) Preliminary Bid:

(i) E.M.D. Fees, Tender Fees and Integrity Pact Agreement.

B) Technical Bid:

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

C) Financial Bid:

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

13. Bid Prices

13.1 The rates and prices quoted by the bidder shall be fixed for the duration of the contract and shall not be subject to adjustment on any account.

13.2 The prices shall be quoted inclusive of all taxes, duties, and other incidentals charges like transportation, insurance, loading, unloading, boarding & lodging etc. except GST and should remain firm till completion of work. Applicable GST on the taxable value of supply of Goods or Services or both covered in this tender/contract will be paid by Port on production of bill mentioning GSTIN. Applicable Statutory recoveries including TDS under Income Tax, TDS under GST acts will be deducted/ recovered while accounting for or making payments to the contractor as per the applicable laws.

14. Currencies of Bid and Payment

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

15. Bid Validity

15.1 Bids shall remain valid for a period of 120 days from the date of opening of the Technical Bid. A bid valid for a shorter period shall be rejected by the employer as Non-responsive.

15.2 In exceptional circumstances, prior to expiry of the original time limit, the employer may request the bidders to extend the period of validity for additional period. The request and the bidders' responses shall be made in writing. A bidder may refuse the request for which no penal action will be taken against the bidder.

15.3 A bidder agreeing to the request will not be permitted to modify his bid.

(C) <u>BID SECURITY (EARNEST MONEY DEPOSIT-EMD):</u>

16. Bid Security (Earnest Money Deposit-EMD)

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

In case of Micro and Small Enterprise (MSEs) holding valid certificate issued by any agencies/organization under The Ministry of Micro, Small and Medium Enterprises indicating the list of activity related to the subject tender as per National Industrial Classification -2008 mentioned in NIT above only shall become eligible for exemption from payment of tender fee/EMD. Such bidder shall also upload the scanned copy of valid & relevant certificate on (n) procure website along with 'Bid Securing Declaration Form' (section-IX) in preliminary bid failing which the bid shall be considered non-responsive. **It may be noted that exemption certificate issued by any other authority will not be entertained.**

(a) EMD

(i) The EMD of successful Bidder will be refunded on submission of performance guarantee **(in Form – 15/16)** as per the tender clause and executing the agreement **(in Form - 19)** as per tender clause. The EMD of unsuccessful bidders other than L1 & L2 be refunded within gurrenty after ranking of Bids. Earnest Money of L2 bidder shall be refunded immediately after entering into agreement with L1 and acceptance of Performance Guarantee from L1.

(ii) EMD will be refunded suo-motto without any application from the Bidders.

(iii) The EMD of successful bidder will be discharged (refunded) after he has signed the Agreement and furnished the required Performance Guarantee.

(iv) Earnest Money Deposit will not carry any interest.

(b) The EMD may be forfeited if

(i) The bidder withdraws the Bid after Bid opening during the bid validity;

(ii) The bidder does not accept the correction of the Bid-Price, pursuant to any arithmetic errors;

(iii) The successful Bidder fails within the specified time limit to

a) sign the Agreement or

b) furnish the required Performance Guarantee

(iv) the bidder submits more than one bid.

(v) Bidder submits any false / fraudulent documents to get the tender.

17. Alternative Proposals by Bidders

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

18. Format and Signing of Bid

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

19. Amendment of Bidding Documents

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

19.2 Any addendum thus issued shall be part of the bidding documents and shall be communicated in writing or by cable to all the purchasers of the bidding documents. Prospective bidders shall acknowledge the receipt of each addendum by cable to the Employer.

19.3 To give prospective bidders reasonable time in which to take an addendum in to account in preparing their bids, the Employer shall extend as necessary the deadline for submission of bids.

(D) <u>Bid Submission of Bids:</u>

20. Submission of Bids

Bidders who wish to participate in the tender will have to procure/should have legally

valid Digital Certificate, as per Information Technology Act-2000, using which they can sign their electronic bids. The bidders can procure the Digital Certificate from (n) code solutions a division of GNFC Ltd, who are licensed certifying authority by Government of India. All bids should be digitally signed. For details regarding Digital signature certificate and related matters, the bidder may contact the following address:
(n) Code Solutions, A Division of GNFC,
301 GNFC Info tower, Bodakdev, Ahmedabad. Tel. 91 79 26857316/17/18 Fax: 91 79 26857321
Mobile: 9327084190 / 9898589652.
E-mail: nprocure@gnvfc.net.

The accompaniments to the tender documents as described under Clause 4.2 shall be Scanned and submitted On-Line along with Tender documents. However, the originals/attested hard copies along with tender documents (except Price Bid), signed on bottom of each page in token of acceptance of Tender Conditions and shall have to be forwarded subsequently so as to reach the office Chief Mechanical Engineer of within 7 days of opening of the tenders.

20.1 The envelopes shall be addressed to:

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

And bear the following identification:

Accompaniments for **"Design, Supply, Installation, Testing & Commissioning of 5 MW Green Hydrogen plant in DPA with capabilities to further enhance up to 10 MW in future by using common infrastructure facilities on EPC Mode".**

Bid reference No. CME/Electrical/1845

Name and address of the bidder:

21. Deadline of Submission of the Bids

21.1 Bids must be received by the employer in On-Line System at websites https://tender.nprocure.com not later than 30/10/2025 up to 16:00 Hrs.

21.2 At the time of submission of the tender document, the Bidder shall give an under taking that no changes have been made in document. The uploaded version of the Port Tender Document at https://tender.nprocure.com websites will be treated as authentic tender and if any discrepancy is noticed at any stage between the Port's tender document and the one submitted by the Bidder, the conditions mentioned in the Port's uploaded

document on https://tender.nprocure.com websites shall prevail.

21.3 The employer may extend the deadline for submission of bids by issuing an amendment on DPA website as well as on https://tender.nprocure.com in which case all rights and obligations of the employer and the bidders previously subject to the original deadline will then be subject to the new deadline.

21.4 In case of tender documents being downloaded from the web site, at the time of submission of (the hard copy of) the tender document, the tenderer shall give an undertaking that no change has been made in document. Any discrepancy is noticed at any stage between the port's tender document uploaded on https://tender.nprocure.com and the one submitted by the Tenderer, the conditions mentioned in the port's tender document uploaded on https://tender.nprocure.com shall prevail. Besides, the Tenderer shall be liable for legal action for the lapses.

22. Late Bids

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

23. Modification and Withdrawal of Bids

23.1 Bidders may modify or withdraw their bids before the deadline of submission of bid or extension if any.

23.2 No Bid can be modified after the last date for submission of Bids.

23.3 Withdrawal or modification of a Bid between the deadline for submission of bids and the expiration of the original period of bid validity including extension, if any. The bidder can be disqualified from the bidding process of DPA for a period of 03 years, may result in the forfeiture of Bid security i.e. EMD.

E. BID OPENING AND EVALUATION:

24. Bid Opening

24.1 On the due date and time, the employer will first open Technical bids of all bids received including modifications.

24.2 In the event of the specified date for Bid opening being declared a holiday by the employer, the Bids will be opened at the appointed time on the next working day at the same time.

24.3 If any Bid contains any deviation from the Bid documents and / or if the same does not contain Bid security i.e., E.M.D. fees and tender fees in the manner prescribed in the Bid documents, then that Bid will be rejected, and the Bidder will be informed accordingly.

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

www.deendayalport.gov.in.

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

25. Clarification of Bids

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

25.2 No Bidder shall contact the employer on any matter relating to his bid from the time of the bid opening to the time the contract is awarded.

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

26. Examination of Bids and Determination of Responsiveness

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

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

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

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

27. Evaluation and Comparison of Bids

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

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

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

F. AWARD OF CONTRACT

28. Award Criteria

The employer will award the work to the bidder whose bid has been evaluated to be techno – commercially responsive and the lowest evaluated total amount of BOQ subject to submission of agreement and performance security and other terms & conditions of

Tender.

The employer, if so required, reserves the right to:

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

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

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

30. Letter of Acceptance:

The Chief Mechanical Engineer will issue the Letter of Acceptance **(Form No.14)** intimating the successful bidder about the proposed pre-acceptance of tender.

31. Notification of Award and Signing of Agreement

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

32. Contract Agreement:

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

(i) The successful Bidder will be required to execute an agreement at his expense on Three Hundred Rupees (Rs.300/-) Non-Judicial Stamp Paper in the proper departmental format **(Form 19)** for the due and proper fulfillment of the contract within 14 days (National Bid) 28 days (Global Bid) from the date of Letter of Acceptance.

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

32.3 The contract period shall be reckoned from the date of issue of Work-order to commence

the work. Party has to submit the followings after issue of LOA as:

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

33. Performance Security: (This clause is modified as per clause no. 1 of Special Conditions, Section – III)

The Security deposit / Performance Guarantee consists of two parts: (a) Performance Guarantee to be summited after issue of LoA, and (b) Retention money to be recovered from Running Bills.

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

33.2 **Performance security shall be valid for 60 (sixty) days beyond the date of completion of all contractual obligations including defect liability period**, for ensuring due performance of the contract.

33.3 **Successful Bidder has to submit the Performance security @ 5% of Contract price within 21 days of receipt of Letter of Award (LOA)** failing which the work will not be awarded and the Bid Security/Performance security (PS) will be forfeited.

33.4 The Port Authority will also be at liberty to deduct from performance guarantee or from any sums of money due or that may become due under any contract with the contractor that may become due to the employer. This is without prejudice to the rights of the employer under the terms of the contract. The Bank Guarantee is required to be

dispatched by the issuing bank directly to The Employer by Registered AD Post.

33.5 Failure of the Successful Bidder to comply with the requirements as mentioned above shall constitute sufficient grounds for cancellation of the award of work and forfeiture of bid security i.e. EMD.

33.6 The bank guarantee towards performance guarantee cum security deposit will be accepted in the form of bank guarantee from any nationalized bank / scheduled bank (except Co-operative Bank) having is branch at Gandhidham.

33.7 The Port Authority may at their option forfeit the Performance Guarantee cum Security Deposit if the contractor fails to carry out the work or perform or observe the conditions of contract.

33.8 In case of submission of fraudulent documents with regard to Bank Guarantee against Performance Security by the Bidder shall be treated as major violation of the Tender procedure and in such cases, Black listing the contractor for the next three years.

33.9 The Performance Guarantee cum Security Deposit will be released as mentioned above.

33.10 If applicable, the documentary evidence (copy of paid Challan in Govt. Treasury) of Welfare cess @1% of work done or as amended by Statutory Authority from time to time, paid on final bill shall be submitted before releasing the Performance Guarantee.

34. Issue of Work Order

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

35. Time Schedule

The Contract for Part-A and Part-B shall be effective from the date of issue of Work-Order. The plant shall be commissioned within 09 (nine) months after handing over the site post readiness of civil work by DPA to the contractor. For Part-C, i.e. O&M period it shall be after taking over of plant and intimation to start the O&M for a period of 36 months.

36. Corrupt or Fraudulent Practices

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

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

(i) "Corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution; and

(ii) "fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the employer, and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive

levels and to deprive the employer of the benefits of free and open competition.

(b) will reject a proposal for award of work if he determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question.

(c) Will declare a Bidder ineligible, either indefinitely for a stated period of time to be awarded a contract/contracts if he at any time determines that the Bidder has engaged in corrupt or fraudulent practices in competing for or in executing, the contract.

Signature & Seal of Contractor

Chief Mechanical Engineer
Deendayal Port Authority

SECTION – II

GENERAL CONDITIONS OFCONTRACT

GENERAL CONDITIONS

1. Definitions

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

a. "**Employer**" means Board of Authorities of Deendayal Port, a body corporate under the Major Port Authorities Act.2021, by notification issued by the Government of India, acting through its Chairman, Dy. Chairman or Chief Mechanical Engineer or any other officers so nominated by the Board.

b. "**Contractor"** means the person or persons, contractor, corporation or company whose tender has been accepted by the employer and includes the Contractor's servants, agents and workers, personal representatives, successors and permitted assigns.

c. **"Contract"** means and includes Tender Documents, Instructions to Bidders, General Conditions of Contract, Drawings, Specifications, and Schedules etc., any amendments thereto, Bid, Letter of Acceptance, Contract Agreement and the work order.

d. **"Contract Price"** means the total sum of money to be paid by the employer to the contractor on timely completion of the contract work as per Contract including payment for extra work, i.e. as per defined and applicable items of the terms of payment, including any taxes and excise duties to be paid to state or central Government, except GST.

e. **"Specifications"** means the specification referred to in the tender documents and any modifications thereof or additions thereto or amendments thereto as maybe from time to time be furnished or approved in writing by the employer.

f. **"Chief Mechanical Engineer"** shall mean the Chief Mechanical Engineer of Deendayal Port Authority.

g. **"Work" or "Works"** shall mean the whole of the plant and materials to be provided and work to be done executed or carried out by the contractor under the contract.

h. The **"Site"** shall mean the whole of the premises, buildings and grounds in or upon which the system or works is or are to be provided, executed, erected, done or carried out.

i. The **"Schedule"** shall mean the schedule or Schedules attached to the specifications.

j. The **"Drawings"** shall mean the drawings, issued with the specification which will ordinarily be identified by being signed by the Chief Mechanical Engineer and any further drawing submitted by the contractor with his tender and duly signed by him and accepted or approved by the Chief Mechanical Engineer and all other drawings supplied or furnished by the contractors or by the Chief Mechanical Engineer in accordance with these contract conditions.

k. **"Trials" and "Tests"** shall mean such trials and tests as are provided for in these conditions of contract and described in the specification and shall include all other tests to be carried out as per the requirement of the 'employer'.

l. **"Approved" or "Approval"** shall mean approval in writing.

m. **"Engineer-in-charge/Nodal officer"** shall mean any officer/Engineer authorized by Chief Mechanical Engineer for purpose of this contract.

n. **"Day"** means calendar days, **"months"** are calendar months.

o. **"Equipment"** is the contractor's machinery and vehicles brought temporarily to the site

to construct the works.

p. **"Material"** is all supplies, including consumables, used by the contractor for incorporation in the works.

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

r. **"DSITC"** is Design Supply Installation Testing and Commissioning.

2. Use of Contract Document:

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

3. Change Orders:

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

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

4. Resolution of Dispute

a) The Board and the Contractor shall make every effort to resolve amicably by direct informal negotiations, any disagreement or dispute arising between them in connection with the contract. However, in case of failure of negotiation between the Board and the Contractor, the parties shall refer their present and future disputes relating to the contract itself or arising out of or concerning or in connection with or in consequence of the contract to the Chairman, DPA whose decision shall be final and binding on both the parties. The contract shall be governed by the Indian Contract Act, 1872.

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

5. Force Majeure:

5.1 In the event that the Contractor is delayed in performing its obligations in the contract, and such delay is caused by force majeure including war, civil resurrection, strikes (other than the strike solely by the Contractor's men), fire, flood, epidemics, earthquakes, extremely adverse climatic conditions, such delay may be excused and the period of such delay may be added to the time of performance of the obligations without any addition to the contract price.

5.2 If a force majeure situation arises, the Contractor shall promptly notify the Board in writing of such condition and the cause thereof, but not later than 7 days from its occurrence. Unless otherwise directed by the Board in writing, the Contractor shall continue to perform its obligations under the contract as far as reasonably practicable. The Contractor shall demonstrate to the Board's satisfaction that it has used its best endeavor to avoid or overcome such causes of delay and the parties will mutually agree upon remedies to mitigate or overcome such causes of delay without having any right to any claim on account of such force majeure.

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

6. Compliance with Statutes, Regulations:

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

7. Payment Terms: (This clause is modified as per clause no. 2 of Special Conditions, Section – III)

All payments shall be made in Indian rupees unless specifically mentioned. 95% monthly

payment in respect of item executed/ supplied will be released after deducting 5% as retention money towards performance security.

NOTE:

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

Bank Payment Agreement Form

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

Payment Declaration by the party:

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

Signature of the party with the seal

Declaration by the bank:

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

Signature of the bank manager with the seal

8. Insurance :

8.1 The contractor shall provide in the joint names of the employer and the contractor, insurance cover from the start date to the end of guarantee period for the following events which are due to the contractor risk:

a) loss of or damage to the works, plan and materials.
b) loss of or damage to equipment.
c) loss of or damage of property (except the works, plant, materials and equipment) in connection with contract, and
d) personal injury or death

8.2 Policies and certificates for insurance shall be delivered by the contactor to the engineer in charge or his nominee before the commencement of work. All such insurances shall provide for compensation to be payable to the types and proportions of currencies required to be rectify the loss or damage incurred.

8.3 Alterations to the terms of insurance shall not be made without the approval of the engineer in charge or his nominee,

8.4 All the materials shall stand insured from the time of arrival at site till commencement of erection against fire, pilferage, damage and against natural calamities for the value of 90% of each item.

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

9. Time Extensions:

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

i) Changes ordered by Deendayal Port Authority.

ii) In case work is delayed on DPA's Account e.g. due to delay in approval of drawings, non-availability of site clearance or any other reason, DPA will consider time extension of merit. However, no compensation will be paid to the Contractor if work is delayed on DPA's account. The Contractor shall submit the request for extension, within 30 days of occurrence of such delay in the prescribed format, clearly indicating the justification for such extension.

iii) Force Majeure.

iv) All the incidents of delay should be entered in the hindrance register which will be base for granting any extension.

10. Time is the essence of the contract:

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

11. Liquidated Damages (This clause is modified as per clause no. 3 of Special Conditions, Section – III):

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

11.2 The employer, if satisfied that the works can be completed by the Agency within a reasonable time after the specified time for completion may allow further extension of time at its discretion with or without the levy of LD. In the event of extension of time at its discretion with LD the employer will be entitled without prejudice to any other right or remedy available in that behalf per cent (½ %) of the contract value of the works for each week or part of the week subject to the ceiling of 10% of contract value.

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

11.4 The employer, if not satisfied with the progress of the contract and in the event of failure of the Agency to recoup the delays in the mutually agreed time frame, shall be entitled to terminate the contract.

11.5 In the event of such termination of the contract as described in clauses (11.3) or (11.4) or both, the employer shall be entitled to recover LD up to ten percent (10%) of the contract value and forfeit the security deposit made by the contract besides getting the work completed by other means at the risk and cost of the contractor.

11.6 In case part / portion of the work can be commissioned and port operates the portion for commercial purpose, the rate of LD will be restricted to the uncompleted value of work, the maximum LD being on the entire contract value.

12. Variations:

12.1 Variation in Conditions of Contract:

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

12.2 Variation in Quantities of Schedule – B

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

13. Acceptance

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

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

14. Guarantee (This clause is modified as per clause no. 4 of Special Conditions, Section – III):

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

14.2 The Contractor shall warrant the Board that the goods and services under this contract will comply strictly with the contract, shall be first class in every particular case and, shall be free from defects. The Contractor shall further warrant the Board that all materials,

equipment and the supplies furnished by him will be new and fit for their intended purposes.

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

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

15. Taxes

GST:

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

Contractor / Service provider / Supplier etc. has to ensure timely and proper filling of GSTR 1 so that Deendayal Port Authority can avail input tax credit in timely manner. In case DPA not allowed input tax credit due to failure on part of the contractor/Service provider/Supplier etc., it will be a financial loss to the DPA and therefore same shall be recovered from the payment/deposit of the contractor/service provider/supplier.

Deduction of Income-Tax:

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

Rate &Tax:

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

16. Deduction:

16.1 Deduction of taxes/income tax at source shall be made from the any bill of the Contractor in accordance with the prevailing rules of Govt.

16.2 While performing under the contract, the damages caused by the Contractor or his workers to any of the Port Authority property shall be promptly made good by the Contractor at his own cost. In case the Contractor fails to repair/replace the damage, Deendayal Port Authority shall have the right to take steps to make good the damages

and all the cost on this account shall be recovered from the bills of the Contractor or any money due to the Contractor from this contract or any other contract or any other transaction. In determination of the damage, the opinion of the Engineer-In-charge (EIC) shall be conclusive.

16.3 Any dues arising out of failure on the part of the Contractor to carry out any obligation under the contract shall be deducted from the bills of the Contractor or from any money due to the Contractor from this contract or any other contract.

16.4 (- Deleted -)

17. Subcontracts:

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

18. Idle Charges:

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

19. Personal Protective Equipment (PPE):

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

20. Conduct:

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

21. Accident:

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

22. Watch and ward:

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

23. Termination:

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

(i) if the Contractor fails to execute the work within the period as specified in the contract or any extension granted by the Board;

(ii) if the Contractor fails to perform any other obligation under the contract and if the contractor does not cure the same after receipt of a notice of default, the nature of default as well as the time within which the default has to be cured by the Contractor.

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

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

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

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

23.6 The employer may terminate the contract if Contractor causes a fundamental breach of the contract.

(a) The contractor stops work for 28 days and the stoppage has not been authorized by the Engineer-in-Charge or his nominee.

(b) The contractor becomes bankrupt.

(c) The contractor has delayed the completion of works by the number of days for which the maximum amount of liquidated damages can be paid as defined in the contract data and

(d) If the contractor, in the judgment of the employer has engaged in corrupt or fraudulent practices in competing for or in the executing the contract.

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

(f) If the contract is terminated the Contractor shall stop work immediately, make the site

safe and secure and leave the site as soon as reasonably possible.

(g) Any material lying at site will not be removed without the prior written permission of Engineer in Charge.

24. Arbitration Clause:

(I) The Arbitration Award may be referred to a Conciliation Committees/ Councils comprising of independent subject expert in order to ensure speedy disposal of the case, as per Conciliation Act.

(II) The award of the Conciliation Committee/ Council if agreed by both the sides may then be placed for consideration of the Board of Authorities of the Port subject to the delegation of power.

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

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

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

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

(VI) It is a term of this contract that only such questions and disputes as were raised during the progress of other work till its completion and not thereafter shall be referred to arbitration. However, this would not apply to the questions and disputes relating to liabilities of the parties during the guarantee period after completion of the work.

(VII) It is a term of the contract that the party invoking arbitration shall give a list of disputes with amount of claim in respect of each said disputes along with the notice seeking appointment of arbitrator.

(VIII) It is also a term of the contract that if the Contractor does not make any demand for appointment of arbitrator in respect of any claims/disputes in writing, as aforesaid, within 120 days of receiving the intimation from the Engineer –in- charge that the final bill is ready for payment, the claim of the Contractor shall be deemed to have been waived and absolutely barred and the Port Authorities shall be discharged and released of all liabilities under the contract in respect of these claims.

(IX) It is also a term of the contract that the arbitrator shall adjudicate only such disputes/claims as referred to him by the appointing authority and give separate award against each dispute/claim referred to him. The arbitrator will be bound to give claim wise

detail and speaking award and it should be supported by reasoning.

(X) The award of the arbitrator shall be final, conclusive and binding on all the parties to Contractor.

(XI) The arbitrators from time to time, with the consent of both the parties, enlarge the time for making & publishing the award.

(XII) Arbitration shall be conducted in accordance with the provisions of Indian Arbitration Act, 1996 or any statutory modifications or e-enactment thereof and rules made there under and for the time being in force shall apply to the arbitration proceeding under this clause.

(XIII) It is also a term of the contract that if any fees are payable to the arbitrator, this shall be pied equally by both the parties.

(XIV) It is also a term of a contract that the arbitration shall be deemed to have been entered on the reference on the date he issues the first notice to both the parties calling them to submit their statement of claims and counter statement of claims.

(XV) Venue of the arbitration shall be such place as may be fixed by the arbitrator at his sole discretion.

25. Indemnification:

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

(a) any violation by the Contractor in course of its execution of the contract of any legal provisions or any right of third parties;

(b) Contractor's failure to exercise the skill and care required for satisfactory execution of the contract.

26. Engineer-in-Charge or his nominee's Decisions

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

27. Delegation

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

28. Communications

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

29. Personnel

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

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

30. Employer's Obligation:

(i) Electricity, water and land for execution of the work at site shall be provided on payment of applicable tariff of the employer subject to availability. If DPA is unable to provide electricity and water the same will be arranged by the contractor at his own cost. Necessary meters should be installed by the contractor at its own cost. **(Modified under clause *no. 5.1 of SCC, Section – III).***

(ii) The employer will not provide Port Authority Quarters, during the tenure of contract

(iii) Administrative support only, for obtaining clearance from any statutory authority, shall be provided by the employer.

(iv) Facilitating for issue of port entry passes to the staff engaged by successful bidder and their vehicles during the period of contract

(v) On successful completion of all the obligations under the contract and on the request of the Contractor, the employer shall issue a "Completion Certificate with the approval of the Chief Mechanical Engineer, the employer.

31. Queries about the Technical Data

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

32. Approval by the Engineer-in-Charge or his nominee: (Not Applicable)

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

33. Discoveries

Anything of historical or other interest or of significant value unexpectedly discovered on the site is the property of the employer. The contractor is to notify the employer or his nominee of such discoveries and carry out the instructions of employer or his nominee for dealing with them.

34. Access to the site

The contractor shall allow the Engineer in charge or his nominee and any person authorized by him access to the site to any place where work in connection with the contract is being carried out or is intended to be carried out and to any place where materials or plant are being manufactured, fabricated and/or assembled for the work.

35. Instructions

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

36. Safety

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

37. Identification of Defects

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

38. Correction of Defects

38.1 The Engineer-in-Charge or his nominee shall give notice to the Contractor of any Defects before the end of the Defects Liability Period (Guarantee Period), which begins at Completion and is defined in the Contract Data. The Defects Liability Period shall be extended for as long as Defects remain to be corrected.

38.2 Every time notice of a Defect is given the Contractor shall correct the notified Defect within the length of time specified by the Engineer-in-Charge or his nominee's notice.

39. Uncorrected Defects

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

40. Employer's right of Rejection:

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

41. Removal of Rejected goods:

Rejected goods shall under all circumstances lay at the risk of the contractor from the moment of rejection and if such goods are not removed by the contractor within21 days from the date of intimation from the Engineer-in-Charge. Engineer-in-Charge may either return to the contractor at the risk and cost of the contractor by such mode of transport as the Engineer-in-Charge may select or dispose of such material at the contractor's risk on his account and retain such portion of the sale proceeds as may be necessary to recover any expenses incurred in such disposals.

42. Use of Contract Document:

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

43. Memorandum of Settlement:

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

44. Deviations:

The bidder must read the tender document carefully and prepare the bid for submission. It is important to note that deviations, shall not be accepted from this tender documents. Any deviation may be treated as non-responsive and liable for rejection of bid.

45. Approvals (This clause is modified as per clause no. 6 of Special Conditions, Section – III)

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

46. Third Party Inspection: (This clause is modified as per clause no. 7 of Special Conditions, Section – III)

(i) The Third-Party Inspection Agency shall be arranged by DPA and cost of Third-Party Inspection mentioned below shall be borne by DPA.

(ii) The Third-Party Inspection Agency will carry out approval of drawings if any, material inspection at manufacturer's work/ site, dispatch clearance from manufacturer's work, certification for releasing payments as per payment terms of contract for all the material as per schedule/work till taken over by DPA.

(iii) The Third party shall carry out inspection of work as per tender specification/relevant standard.

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

47. Bar Chart:

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

48. Engagement of labour:

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

49. Police verification of contract labour:

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

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

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

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

(a) Submission of Labour Reports by Every Fortnight:

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

(i) The number of laborers employed by him on the work.
(ii) Their working hours.
(iii) The wages paid to them.
(iv) The accidents that occurred during the said fortnight showing the circumstances under which they happened and the extent of damage and injury caused by them, and
(v) The number of female workers who have been allowed Maternity Benefit, according to clause 19 F and the amount paid to them, failing which, the Contractor shall be liable to pay to Government a sum not exceeding Rs. 200/- for each default or materially incorrect statement. The decision of the Engineer-in-Charge shall be final in deducting from any bill due to the contractor the amount levied as fine and be binding on the contractor.

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

50. Registers to be maintained at site

(i) **Site order Book:**

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

(ii) **Hindrance Register:**

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

51. No damage, hindrance or interference to the Port activities:

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

52. Tools & Tackles:

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

53. Hot work

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

54. Indian Dock Safety Regulation (This clause is modified as per clause no. 9 of Special Conditions, Section – III)

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

55. Valid Electrical Contractor License and Electrical Supervisor Certificate (This clause is modified as per clause no. 10 of Special Conditions, Section – III)

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

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

56. Action where no Specifications are specified

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

57. Undertaking by the Contractor:

Having understood all the terms and conditions of the tender document and having assessed the site conditions, we hereby confirm that the price offered by us is a firm price

and includes all the taxes, (excluded GST), duties etc. and all incidental charges.

58. Labour License:

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

59. Fraudulent documentation by bidders:

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

60. The "Procedure for signing Integrity Pact" is as follow:

i) The Employer / Authorized Person of Employer has signed the IP in the presence of a witness from their side, who has also affixed his/her signature thereof and then the same IP has been uploaded on n-procure portal;

ii) The potential bidders shall download and print the IP Agreement signed by the Employer and their witness and affix his/her signature on the IP Agreement in the presence of a witness from his/her side, who shall also affix his / her signature thereof. Having completed the signing procedure, the Potential Bidder shall upload the duly filled and signed IP Agreement on n-procure portal.

iii) The procedure mentioned above regarding signing of Integrity Pact Agreement by both the parties (Employer and Potential bidders) shall be completed online. However, in case of any technical glitch due to which if any potential bidder is unable to upload the IP Agreement, then he / she shall submit the Hard Copy of the duly filled, signed IP Agreement to the Department concerned of DPA within a period of seven days and prior to opening of the Technical Bid, failing which Bid of potential Bidder shall be treated as disqualified.

iv) Signing of IP agreement:

(a) In case of proprietorship firm IP agreement shall be signed by sole proprietor.

(b) In case of Partnership firm, IP agreement needs to be signed by all the partners of partnership firm and copy of partnership deed shall be submitted at preliminary bid stage, failing which bid will be treated as not responsive.

(c) In case of JV/consortium, IP agreement needs to be signed by all the partners/members of JV/consortium and copy of JV agreement shall be submitted at preliminary bid stage, failing which bid will be treated as not responsive.

(d) In case of company, IP agreement shall be signed by the authorized signatory accompanied by POA and Board resolution.

Signature & Seal of Contractor

Chief Mechanical Engineer
Deendayal Port Authority

SECTION – III

SPECIAL CONDITIONS OF CONTRACT

{These special conditions will supersede the ITB (Section-I), General Conditions (Section-II) wherever applicable}

1 **The clause no. 33 of Instruction to Bidders (ITB), Section-I is modified and shall be read as below**:

PERFORMANCE SECURITY DEPOSIT (PSD):

1.1 Performance Security Deposit for DSITC shall be 10% of Contract Value i.e. total of Part-A & Part-B. The successful bidder has to submit Performance Security of 5% and remaining 5% shall be recovered from the bills of the contractor.

1.2 Performance Security shall be submitted by the successful bidder within 21 days from the date of issue of LoA equivalent to 5% of the total contract price of Part-A & B of BOQ, i.e. Schedule-B, through Online Digital Transfer or FDR or Insurance surety Bond or in form of Bank Guarantee issued from Nationalized/ Scheduled bank (except co-operative banks), having its branch at Gandhidham, failing which the work will not be awarded and the Bid Security will be forfeited.

1.3 Balance performance security deposit of 5% of contract price of Part-A & B of BOQ, i.e. Schedule-B, shall be recovered as retention money from each bills of the contractor.

1.4 Retention money as 5% of PART-A & Part-B shall be released within 30 days, after successful performance testing, commissioning and taking over of the plant by DPA and after submission of Performance Security Deposit as 5% of Part-C by the contractor for the period of O&M. However, Security deposit of 5% of DSITC i.e. Part-A & Part-B shall be released after defect liability period of two years or as extended. Two years of defect liability shall be extended suitably by adding the non-availability period.

1.5 Performance security of 5% of Part A&B shall be valid for 60 (sixty) days beyond the date of completion of all contractual obligations including defect liability period. In case of any extension of the contract obligation period, the bidder shall be liable to suitably extend the validity of the performance security.

1.6 Performance Security Deposit for O&M contract shall be 10% of Contract Value i.e. Part-C. The Performance Guarantee as 5% of the contract value of Part-C of Schedule-B, for the Operation & Maintenance (O&M) period shall be submitted by the contractor within 15 days after intimation given by DPA to start the O&M, through Online Digital Transfer or FDR or Insurance surety Bond or in form of Bank Guarantee issued from Nationalized/ Scheduled bank (except co-operative banks), having its branch at Gandhidham. The remaining performance security as 5% shall be recovered as retention money from the bills of the contractor.

1.7 The retention money of O&M i.e. 5% of Part-C shall be refunded after completion of O&M period and Performance security i.e. 5% of Part-C shall be refunded after 60 (sixty) days of completion period of O&M period, subject to recovery of any penalty or dues by DPA.

1.8 Performance security of O&M period shall be valid for 60 (sixty) days beyond the date of completion of all contractual obligations for O&M period of three years. In case of any extension of the contract obligation period, the bidder shall be liable to suitably extend the validity of the performance security.

1.9 The Port Authority will also be at liberty to deduct from PSD (Performance Deposit and

Retention Money) or from any sums of money due or that may become due under any contract with the contractor that may become due to the employer. This is without prejudice to the rights of the employer under the terms of the contract. The Bank Guarantee is required to be dispatched by the issuing bank directly to the Employer by Registered AD Post or online mode.

1.10 Failure of the Successful Bidder to comply with the requirements as mentioned above shall constitute sufficient grounds for cancellation of the award of work and forfeiture of bid security i.e. EMD.

1.11 The Port Authority may at their option forfeit the Performance Guarantee cum Security Deposit if the contractor fails to carry out the work or perform or observe the conditions of contract.

1.12 In case of submission of fraudulent documents with regard to Bank Guarantee against Performance Security by the Bidder shall be treated as major violation of the Tender procedure and in such cases, contract is liable to be terminated, contractor is liable to be Debarred /Black listing the for the next three years.

1.13 If applicable, the documentary evidence (copy of paid Challan in Govt. Treasury) of Welfare cess @1% of work done or as amended by Statutory Authority from time to time, paid on final bill of Part – A & B: DSITC work, shall be submitted before releasing the Performance Guarantee of DSITC work.

2 The clause no. 7 of General Conditions of Contract (GCC), Section-II is modified and shall be read as below:

PAYMENT TERMS:

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

2.2 Payment Terms:

Sr. No.	Payment Stages for Part A & B of BOQ	
1	After submission of detailed engineering, design & drawings of Part A & B of BOQ, after verification by TPIA.	2% of total cost mentioned in Annexure-A.
2	After award of supply order by the Contractor for major item(s) as per Annexure–A of Part A & Part-B, subject to submission of Bank Guarantee of equivalent amount. **(for supply items mentioned at sr. no. Sr. no. 1 of Part-A and 1, 3, 4, 5, 6, 7, 9, 10 of Part-B).**	10% of individual item cost mentioned in Annexure-A.
3	On supply & receipt of individual major item(s) as per Annexure–A of Part-A & Part-B of BOQ, after verification by TPIA at site **(for supply items mentioned at sr. no. Sr. no. 1 of Part-A and 1, 3, 4, 5, 6, 7, 9, 10 of Part-B).**	58% of individual item cost mentioned in Annexure-A.
4	On successful installation, erection of all major items as mentioned at Sr. no. 3 above, after verification by TPIA **(for supply items mentioned at sr. no. Sr. no. 1 of Part-A and 1, 3, 4, 5, 6, 7, 9, 10 of Part-B).**	20% of individual item cost mentioned in Annexure-A.
5	For other items mentioned in Annexure-A for Part-A & Part-B of BOQ items for which no payment has been made for the items mentioned under sr. no. 2, 3, 4 & 5 (above), same shall be paid after successful testing,	88% of individual item cost mentioned in Annexure-A shall be released

	commissioning, performance testing, training, handing over of the entire Green Hydrogen Plant as per the scope of work, after verification by TPIA	
6	On successful testing, commissioning, performance testing, training, handing over of the entire Green Hydrogen Plant as per the scope of work, after verification by TPIA.	10% of individual item cost mentioned in Annexure-A.
Sr. No.	**Payment Stage for Part – C of BOQ**	
1	On submission of monthly bill along with supporting documents after deduction of penalty, if any and verification of the same by TPIA.	100% of total cost of Part C of BOQ.

NOTE:

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

Bank Payment Agreement Form

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

Declaration by the party

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

Signature of the party with the seal

Declaration by the bank

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

Signature of the bank manager with the seal.

2.3 No Advance payment will be made.

2.4 The rates quoted shall be inclusive of cost of materials, packing forwarding, insurances and transportation, except GST under Goods & Service Tax Act, 2017, up to the site.

2.5 Payments to the contractor shall be released strictly on certification by the TPIA, accepted by DPA for which contractor has to submit all the required documents for release of payment as per conditions.

2.6 Payment will be released for the work after deduction of taxes after satisfactory completion of work. Any delay in this regard will not attract any interest payable by DPA.

2.7 The contractor should submit the bill upon completion of relevant millstones for Part A&B of BOQ and monthly basis for Part C of BOQ along with supporting documents.

2.8 The Engineer-in-charge will be entitled to deduct or adjust any sum of money payable by

the Agency to the Board under the terms of any contract executed by him or on behalf from their security deposit or from any sum that may become due from the present contract.

2.9 Payment shall be made through RTGS against submission of bills in triplicate during the contract. Income tax and surcharge and any statutory deduction thereon at applicable rates shall be made at source.

2.10 The contractor shall note that no interest be payable by the Employer for any delayed payments unless otherwise stipulated in tender.

2.11 If applicable, the payment from 2nd bill to pre-final bill, shall be released, subject to the condition that the documentary evidence (copy of paid Challan in Govt. Treasury) of the Welfare Cess @1% of work done or as amended by Statutory Authority from time to time, paid to concerned authority is submitted for the previous bill.

3 The clause no. 11 of General Conditions of Contract (GCC), Section-II is modified and shall be read as below:

LIQUIDATED DAMAGE:

3.1 In case of delay in completion of the contract, liquidated damages (LD) may be levied at the rate of ½ % of the contract value of Part-A & Part-B per week of delay or part thereof, subject to maximum of 10% of the contract value (of Part A & B).

3.2 The employer, if satisfied that the works can be completed by the Agency within a reasonable time after the specified time for completion may allow further extension of time at its discretion with or without the levy of LD. In the event of extension of time at its discretion with LD the employer will be entitled without prejudice to any other right or remedy available in that behalf per cent (½ %) of the contract value (of Part A & B) for each week or part of the week subject to the ceiling of 10% of contract value (of Part A & B).

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

3.4 The employer, if not satisfied with the progress of the contract and in the event of failure of the Agency to recoup the delays in the mutually agreed time frame, shall be entitled to terminate the contract and forfeit the PSD.

3.5 In the event of such termination of the contract as described in clauses (3.3) or (3.4) or both, the employer shall be entitled to recover LD up to ten percent (10%) of the contract value of Part-A & Part-B and forfeit the security deposit made by the contract be sides getting the work completed by other means at the risk and cost of the agency.

3.6 In case part / portion of the work can be commissioned and port operates the portion for commercial purpose, the rate of LD will be restricted to the uncompleted value of work, the maximum LD being on the entire contract value of Part-A & Part-B.

4 The clause no. 14 of General Conditions of Contract (GCC), Section-II is modified and shall be read as below:

<u>WARRANTY (Defect liability period):</u>

4.1 The defect liability period shall be 24 months with effect from the date of acceptance of

the work by DPA, after successful completion, commissioning and Performance Guarantee Test and handing over of the plant. Contractor shall rectify the defects as and when observed by the contractor/DPA/TPIA without any cost to DPA.

4.2 After successful completion, commissioning and Performance Guarantee Test and handing over, during the O&M period of three years including defect liability period, if any defect is observed and notified by DPA/TPIA/O&M manpower, the contractor has to depute additional expert/Engineers/technicians to rectify the defect. This will not dissolve the responsibility of the contractor to make the plant operation at all the time with required manpower and spares/items.

4.3 Contractor shall provide training and support for the operators and maintenance employees/officials engaged by the contractor himself or as per DPA requirement, whenever requested without any cost to DPA.

4.4 In one-year total of 12 days shall be permitted as downtime at a single occasion or in parts for maintenance (routine and breakdown) purpose, this period of 12 days shall be allowed as non-operational days, for which defect liability period shall not be extended. After crossing the limit of 12 days, all the non-available days for the reason attributable to the contractor shall be added in the Defect liability period and same shall be extended by the same no. of days. One day shall be calculated after completion of 24 hrs. i.e. less than 24 hrs. shall not be added for extension in Defect liability period. This annual permissible downtime of 12 days shall lapse at the end of each year and not be carried forward to next year. This annual permissible downtime of 12 days shall also be permissible in the third year of O&M period or if extended. To avail this permissible downtime contractor shall intimate DPA well in advance through online and a record shall be entered in the site order book duly acknowledged by the EIC or his representative.

4.5 The Contractor shall warrant the Board that the goods and services under this contract will comply strictly with all the statutory requirements and non-violating any parent or legal rights. Contractor shall indemnify DPA for any act for any legal breach of acts & Rules. The Contractor shall further warrant the Board that all materials including but not limited to, equipments and supplied by him will be new and fit for their intended purposes for successful execution of the project.

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

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

5 EMPLOYER'S OBLIGATION:

5.1 ***Clause no. 30.1 of General Conditions of Contract (GCC), Section-II is modified and shall be read as below:***

Electricity, water and land for the entire period of construction and operation & maintenance shall be provided by DPA free of cost. However, the contractor shall make arrangements and install suitable electrical panels with switch & safety gears required for

the same. DPA shall provide incoming 66 KV power line at site up to plant boundary, and the contractor shall tap the power available from the provided power source and install all the necessary required infrastructure & arrangements to utilize the power including the cost of man & materials required for it.

5.2 The contractor may be provided space near to the project site, for office space, site office, rest room, store & tools space, materials & equipment store and temporary shelters, if available, free of cost. Contractor has to arrange for shelters/containers as per their own requirements only the space shall be provided by DPA. The space shall be utilized only for the purpose of this project work and shall be maintained by the contractor for usability, safety, maintenance, upkeep and hygiene of office space cum staff rest rooms etc. Any damage/alteration in shape & size of the land provided shall be make good by the contractor after completion of the project.

5.3 Portable water shall be provided by DPA, on request of the contractor. Storage with necessary arrangements shall be arranged by the contractor during the execution, Test & trials phase.

6 The clause no. 32 of General Conditions of Contract (GCC), Section-II is not applicable.

7 The clause no. 45 of General Conditions of Contract (GCC), Section-II is not applicable.

8 **The clause no. 46 of General Conditions of Contract (GCC), Section-II is modified and shall be read as below**:

THIRD PARTY INSPECTION:

(i) The Third Party Inspection Agency (TPIA) shall be arranged by DPA and cost of Third Party Inspection shall be borne by DPA.

(ii) TPIA/DPA shall carry out witnessing for applicable tests for Electrolyser stacks and pre-dispatch inspection as per documents submitted by the contractor.

(iii) TPIA of DPA will verify the design, drawing, documents, list of equipment, etc. submitted by the contractor for the subject work along with verification of the items/equipment received at site as per list, material inspection at manufacturer's work/ site, dispatch clearance from manufacturer's work, as per documents submitted by the contractor. TPIA will also verify and certify all the payments raised by the contractor as per documents/ list of items submitted by the contractor.

9 The clause no. 54 of General Conditions of Contract (GCC), Section-II is not applicable.

10 The clause no. 55 of General Conditions of Contract (GCC), Section-II is modified and shall be read as below:

The contractor shall follow all the safety regulations and requirement of statutory compliances including Indian Electricity rule/act. For the requirements of Electrical certification/license for HT & LT works shall be complied by the contractor at their cost.

11. Penalty:

In the event of absent of any manpower during the entire Operation Period of 03 (three) years:

(i) A penalty of Rs. 4000/- per day shall be levied for Sr. no. 1 of clause no. 39 of Section V.

(ii) A penalty of Rs. 3000/- per day shall be levied for Sr. no. 2, 3 & 4 of clause no. 39 of Section V.

(iii) A penalty of Rs. 2000/- per day shall be levied for Sr. no. 5 of clause no. 39 of Section V.

(iv) A penalty of Rs. 1000/- per day shall be levied for Sr. no. 6 of clause no. 39 of Section V.

(v) Penalty @ Rs. 1200/- per hr. or part thereof shall be levied on the contractor for non-availability beyond 12 days of permissible downtime in one year of O&M period, i.e. third year of O&M period.

12. The party shall give unequivocal acceptance of the LOA within 7 days of receipt of LoA issued by DPA.

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

14. **Contract Period:**

14.1 The Contract shall be effective from the date of issue of Work-Order. The plant shall be commissioned within 09 (nine) months after handing over the site post readiness of civil work by DPA to the contractor. The contract for operation & maintenance of the plant is 3 years including defect liability period of 2 years after taking over the Plant by DPA.

14.2 Any notice to the agency shall be deemed to be sufficiently served, if given or left in writing or email at his usual or last known place of abode or business.

14.3 No compensation shall be payable to the contractor on account of delay in work caused by Deendayal Port Authority for whatsoever reason however, Deendayal Port Authority will consider extension of time, if the work is delayed on Deendayal Port Authority's account.

14.4 DPA also reserves the right to foreclose the contract for O&M period with three months' notice period without payment of any compensation.

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

16. COMPLIANCE OF RESTRICTIONS FOR COUNTRIES WHICH SHARE LAND BORDER WITH INDIA:
Restrictions under Rule 144(xi) of the General Financial Rules, 2017–Reference OM no. 6/18/2019 – PPD dtd. 23.07.2020 (read along with any subsequent clarifications/ amendments thereof) issued by Ministry of Finance, Public Procurement Division (https://doe.gov.in/procurement-policy-divisions)

(I) Any bidder* from a country which shares a land border with India will be eligible to bid in this tender only if bidder is registered with Competent Authority. The Competent authority for the purpose of registration shall be the Registration Committee constituted by the Department of Promotion of Internal Trade (DPIIT) of Govt. of India. (* In case of domestic tenders, the term "bidder" shall mean domestic bidders as defined under clause III below)

(II) "Bidder" (Including the term 'Tenderer', 'Consultant' or 'Service Provider' in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated herein before, including any agency branch or office controlled by such person, participating in a procurement process.

(III) "Bidder from a country which shares a land border with India" means:

a) An entity incorporated, established or registered in such country; or

b) A subsidiary of an entity incorporated, established or registered in such country; or

c) An entity substantially controlled through entities incorporated, established or registered in such country; or

d) An entity whose beneficial owner is situated in such a country; or

e) An Indian (or other) agent of such an entity; or

f) A natural person who is a citizen of such a country; or

g) A consortium or joint venture where any member of the consortium or joint venture falls under any of the above.

(IV) "Beneficial owner" for the purpose of para (III) above will be as under:

1. In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person(s), has a controlling ownership interest or who exercises control through other means. Explanation:
    a. "Controlling ownership interest "means ownership of an entitlement to more than twenty-five percent of shares or capital or profits of the company;
    b. "Control shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholders agreements or voting agreements;
2. In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;
3. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or through one or more juridical person(s), has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;
4. Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;
5. In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.

(V) An "Agent" is a person employed to do any act for another, or to represent another in dealings with third person.

(VI) The successful bidder shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority.

Note: Bidder shall submit Form-13-A for compliance of land border restriction for compliance.

Sd./-

Signature & Seal of Contractor

Chief Mechanical Engineer
Deendayal Port Authority

SECTION-V
SCOPE OF WORK

1. This section describes certain broad & indicative requirement to which the contractor shall work, but this shall not absolve the contractor from his responsibility to carry out the work in apt and proper manner and acceptable in all respects as per standard practice even if there is any omission in the prescribed scope/ specification, being an EPC Contract. Any items or equipment not specifically mentioned in this specification, but required to make the plant as complete, safe, operable & consistent with good engineering practices and applicable standards, applicable regulations like PESO, NFPA, state/central Govt. approving authorities, etc. shall be provided by the contractor and shall be deemed to have specified.

2. Contractor shall arrange for all the statutory certificates and requirements for the Green Hydrogen plant, DPA will provide the authorization to apply/submit for the requirement on behalf of DPA as and when requested by the contractor. DPA will reimburse for all the statutory fees, subject to production of original receipt. Procuring and obtaining all the Necessary permission/clearance/consent/certification/license/NOC required for the installation, commissioning & operation of the Green Hydrogen Generation Plant and storage of hydrogen shall be in the scope of the contractor.

3. The contractor is advised to inspect & survey the site for assessment and clear understanding for the requirements. DPA will not entertain any claims in the regard. EPC contractor shall design the Plant/Equipment/Services after due considering the climatic conditions and saline environment prevailing at Deendayal Port site.

4. The broad scope of Engineering, Procurement and Construction (EPC) for ***"Design, Supply, Installation, Testing & Commissioning of 5 MW Green Hydrogen plant in DPA with capabilities to further enhance up to 10 MW in future by using common infrastructure facilities on EPC Mode"*** which includes but not limited to Alkaline Electrolyser Stacks package, Storage unit, Desalination & water treatment plant, Demineralized plant, Chiller package, cooling water plant, Instrument air system, all relevant pumps & motors, firefighting system, fire detection & alarm system, HV & LV Switch Gear, AC-DC UPS system with batteries, safety gear, audio-visual alarming system, Rectifiers, rectifier transformer, Control Room, illuminations, instrumentation, PLC-SCADA based Automation control system for safe & efficient plant operation, Computer/HMI units, all required sensors, automatic valves, various gauges and transmitters, electrical power and control cabling, HSE plan and Quality assurance plan, all associated piping & accessories, utilities and engineering, design, drawings for civil construction, structural and fabrication of allied structures, all associate work, project management services and operation service etc.

5. After handing over of plant, contactor shall have to provide operation service for the defect liability period of 2 (two) years including consumables and thereafter 01 year of complete Operation & Comprehensive Maintenance service including all the requirements, except electricity and water. The 3rd year's Operation & Comprehensive Maintenance service may be extended by DPA for further period of up to 01 (one) year

on same rate, terms & conditions.

6. The Initial Engineering, Design, Drawings for the Green Hydrogen plant for civil construction & structural work shall be provided by the contractor to DPA within 30 days of issuance of Work Order, to be constructed by Civil Department of DPA. However, contractor is liable to provide all the revised, if any, Engineering, Design & drawings required civil & structural works required for successful installation and commissioning of the Plant. After completion of the civil works, DPA will hand over the site to the contractor for erection and installation of equipment and other allied works. However, if contractor requests for part area handover for early commencement of work, same may be handed over to the contractor for stage wise installation without any hindrance to DPA, in this case handing over date shall be counted as date of handover of plant area by DPA to the contractor.

7. The complete Green Hydrogen plant shall be designed/capable to operate 24x7 Hrs. with hydrogen generation capacity of about 100 NM^3 per hour per 0.5 MW Electrolyser stack with a purity level of 99.999%. The plant shall be capable to operate on part load or full load as per the requirement, i.e. minimum load at stack level shall be 25 % and up to 100 % load, shall be able to operate safely independently as per requirement. The contractor shall have to furnish the third party agency certification for the Hydrogen purity from NABL/Government approved laboratory/agencies before taking over by DPA. The electrolyser stack(s) shall be based on pressurized alkaline technology with minimum 0.5 MW capacity of each Electrolyser stack.

8. The Indicative list of the major equipment is listed in Schedule-B, Part-A for 5 MW Green Hydrogen plant with a list of Balance of Plant (BoP) in Part-B for providing a common infrastructure facility for future enhancement up to 10 MW capabilities. However, list is indicative only for ease of payment and the contractor shall be liable to supply and install all the requirements for safe and satisfactory operation of the plant.

9. DPA shall provide 66KV power line at the boundary of Green Hydrogen plant to cater all the load of complete 10 MW Green hydrogen plant. All necessary electrical infrastructure downstream to the 66KV power line, shall be in the scope of the EPC contractor.

10. There should be a provision of electrolyte/lye storage system along with storage tank and associated filling and transfer pumps, draining arrangement, piping, accessories, safety device, instruments to meet the requirement of 10 MW Green Hydrogen Generation Plant.

11. **The contractor shall submit the following parameters:**
    (i) Design capacity (Kg H2/Hr.).
    (ii) Number of electrolyser stacks for 5MW plant.
    (iii) Operating temperature.
    (iv) Hydrogen Purity.
    (v) Hydrogen delivery pressure.
    (vi) Electrical power consumption by electrolyser system in terms of KWh/Kg & KWh/NM3 of H2 produced at rated output.

(vii) Total Power consumption including BOP, in terms of KWhr/ Kg of H2 at 100% output.
(viii) Expected Life of electrolyser stack.
(ix) Turndown capacity (%).
(x) DM water consumption in Liter per Kg of H2 Generation and quality parameter requirement.
(xi) Reaction time from Cold start-up and Hot Standby to 100% load.
(xii) Ramp up & Ramp down.

12. **Hydrogen Storage System:** The contractor shall provide appropriate pressure storage system including modular cascades and storage tanks (single/multiple configuration) for storing of generated hydrogen gas having min. storage capacity of 1 Hrs. of full load operation of 5MW capacity plant. The storage system shall comply with the international standard or equivalent Indian standard and all applicable safety regulation. Provisions for the additional storage, off takes, provision for off taking for future hydrogen compression system shall be kept.

13. Purging gas generator system shall be provided with storage buffer tank with suitable capacity at required pressure along with associated piping, accessories, safety devices, instruments etc. to meet the requirement of 10 MW Green Hydrogen Generation Plant.

14. Contractor has to provide all process piping and utility piping, valves, fittings of appropriate sizes & pressure rating and material of construction (MoC) should be selected considering saline environmental conditions, to meet the process requirements and to further cater the future upgradation/expansion of plant up to 10 MW. Process pipes & utility pipes routed inside the plant shall be supported on Pipe Racks / Sleepers / Buried without obstructing the access to any plant facilities.

15. The various storage tanks e.g. sea water, cooling water, Demineralized water, treated water, Fresh Water for Fire-fighting etc. shall be provided with design to meet the full load operational requirement of 10 MW Green Hydrogen Generation Plant to Civil department for timely building. The scope of civil construction and structural works based on design provided by the contractor shall be in the scope of DPA to be carried out by the Civil Department. The contractor has to be in closed liaisoning with Civil Department for the requirements, modifications, amendment, supervision etc. on day to day basis.

16. All Process and Utility and related facilities for the Hydrogen Generation plant shall be equipped with instrumentation, leak & fire detection system, audio & visual alarm system, safety control system, emergency control system and integrated with PLC-SCADA system for controlling & monitoring from the Control Room. Human Machine Interface (HMI) / operator workstations shall be located on operation console in Control Room. HMI shall reflect all the process parameters, real-time equipment & plant operation status, graphical representation of all the equipment & its control, safety interlocks, operational data trend and provide the complete control of the remote plant operation. Operation and control of the equipment shall also be done through the Local Control Panel (LCP). The contractor to ensure that the PLC-SCADA based control and automation shall be designed initially to control, monitor & operation of the 10 MW.

17. Various instruments, pressure gauges, pressure transmitters, temperature transmitters, flow instruments, level instruments, Gas analyzers, flame detectors, gas leak detector, flame sensing camera, flame arrestor at appropriate location, conductivity analyzer, control valves, solenoid valves, positioner, mobile radio set for field communication etc. shall be provided as per the process requirement for the 10 MW green hydrogen generation plant.

18. The contractor has to provide EOT crane of suitable capacity for handling the electrolyser stack, other heavy component of the plant equipments/items for replacement/maintenance purposes. The contractor has to design and provide the EOT crane in such a way that the same can be utilized in future expansion of the plant i.e. up to 10 MW.

19. The contractor shall have to design and provide fire-fighting system to meet the requirement of the 10 MW Green Hydrogen Generation Plant as per the regulation/standard guidelines/standard industry practices in hydrogen production system. Associated work such as pipelines, hydrants, valves, HAZOP analysis report, safety barriers & barricades, electrical isolation, heat insulation etc. are in the scope of the contractor. Provision of appropriate type and numbers of fire extinguishers shall be placed/installed at appropriate positions/locations of the Hydrogen Generation plant.

20. Hydrogen leak detection, audio & visual alarm and safety interlock system shall be provided at appropriate locations for 10MW Hydrogen Gas generation plant.

21. Effluent generated from the Hydrogen generation plant shall be collected in effluent pit/tank. The design & drawing for storage for effluent for minimum of 10 MW plant requirement shall be provided by the contractor to Civil Department for construction well in advance. The contractor has to provide the suitable mechanism/handling system including transfer pumps, piping, accessories etc. to handle for 10 MW plant. For sewage separate swage tank design shall be provided by the contractor for construction by DPA or sewage line shall be connected with the main sewage line as per DPA requirement.

22. All the steel pipelines and allied structural members shall be properly cleaned and painted, same shall be verified by TPIA. The colour coding of the piping network as per the best industry practice shall be done for identification of different utilities, process pipelines etc. same to be provided in document to DPA.

23. Suitable and sufficient illumination will be provided in the plant. Industrial UPS with power backup for minimum 2 (two) hours capable to take the lighting and control load for safety of plant shut down at the event of power failure.

24. The contractor considering the requirement of the green hydrogen generation plant shall provide required number of suitable Electrical Earthing to protect the installed equipment, and plant as per the applicable Indian standard or relevant norms. Earthing strips are considered for Earthing & Lightning protection conductors (Main Earth Loop / Down comers), earth pit shall be of chemical type Pipe-in-Pipe electrode for maintenance

free durability. As per the requirement of the plant Lightning arrestor/s will be supplied and erected to cover complete plant to take care of lightning strikes. (Additional earthing if required shall be provided).

25. All the Electrical & instrumentation works including but not limited to wiring & cabling (fire proof/ retardant grade), safe light fittings, electrical panels along with switch gears & safety gears required for the plant during trials, testing, operation purposes, for successful installations & commissioning of the Hydrogen Plant shall be in the contractor's scope. Contractor shall design the power system & shall be fitted with suitable switch gears, safety gears, and electrical panels so as to cater fluctuations from supply system for safe & efficient operation of Plant.

26. Surveillance CCTV with night vision system shall be installed by the contractor covering all the plant area for remote surveillance from control room for proper monitoring of the plant. Images and video to the large main screen LED monitor located in the Control room. The storage of surveillance system shall have minimum storage capacity for 30 days backup. Backup shall have minimum two means of connectivity for visualizing on some other computer with HDMI/USB. The videos and images files shall be with date and time stamped. System shall have the capability of increasing the storage capacity as and when required. It shall have low maintenance cost and shall be upgradeable to inputs for more cameras, as and when required, with minimum cost.

27. During design stage, the contractor shall ensure that Green hydrogen plant is equipped with adequate emergency exit(s) constructed and maintained in accordance with applicable statutory provisions, codes of practice and safety standard. All emergency exit/s shall be clearly marked, illuminated, unobstructed and readily accessible. A designated emergency gathering/assembling point situated at a safe distance from the plant shall be provided. The contractor is responsible for the preparation and implementation of emergency evacuation during the emergency situation.

28. The sign board shall be posted at the appropriate place in the plant indicating the prohibited area, Danger zone, Fire prone area and etc. for safe operation and working demarcations.

29. The contractor is solely responsible for transporting the equipment/material, machinery with proper packaging and labour at his own cost and is also obliged to arrange for and obtain all necessary permissions, permits, consents and licenses. All the equipment shall be suitably protected, coated, covered or boxed and crated to prevent damage or deterioration during transit, handling and storage at Site till the time of erection. The Contractor shall be responsible for any loss or damage during transportation, handling and storage, installation till commissioning.

30. The Contractor shall carry out the pre-commissioning test including but not limited;
    a. Ensure the healthiness and functionality of each & every equipment's installed.
    b. Leak Test.
    c. Hydro Test.
    d. Electrolyser operation on different load.

e. Hydrogen production rate.
f. Hydrogen Gas Purity Test.
g. Safety Test.
h. Complete Trial Run at different load.
i. Any other test required for safe working of the plant.

31. The contractor shall carry out the necessary test and trail for the demonstrating the performance of the green hydrogen generation plant in the presence of DPA & TPIA.
    a. The Contractor shall inform DPA in advanced the date on which it intends to commission Hydrogen plant.
    b. The Performance Guarantee Test shall be carried out for continuous operation.
    c. The contractor shall be responsible for providing all material, equipment and manpower, specified or otherwise, which are required to carry out Performance Guarantee Test.
    d. In case it is found that the equipment/system has failed to meet the guarantees by DPA/TPIA, contractor shall carry out all necessary modifications/rectification and/or replacements of items to make the equipment/system comply with the guaranteed requirements at no extra cost to the DPA and re-conduct the performance guarantee test(s).

32. The contractor shall provide a sets in soft copy and five sets in hard copy duly authenticated by the EPC contractor for all the design & drawing, as built drawings, Block Diagram, Process Flow Diagram, P&ID, Material of Construction (MOC), Electrical and Control wiring diagrams, PLC software, Technical manual with specifications of all installed equipments, test certificate of all installed equipments, calibration certificates and detail of frequency of the calibration required of the sensors/equipment, statutory certificates, List of vendor's name, list of all spare & consumables, list of critical spare, SOPs, operation & control philosophy, operation and maintenance manuals, reports on inspection and quality testing carried during installation and commissioning, reports on pre-commissioning and Performance Guarantee Test etc. All drawings /documents, designs, calculations etc. supplied by the contractor under the contract shall remain the property of DPA, who shall have the right to use them for future projects or procurement without any additional cost reference to contractor.

33. The contractor shall submit the list of BOM (Bill of materials) against all materials & equipment's installed at the Port along with quantities, manufacturer details, technical specifications etc.

34. Contractor at site at their cost, shall arrange for all the consumables, tools & tackles, equipments, materials, manpower, testing & certification for requirement of plant & its allied accessories/equipment, lodging, fooding, transportation for their employees & material, temporary site office/containers/shelters/portable bio toilets at site, instruments, safety requirements, legal & statuary requirements, insurances (personals, materials and execution) etc. required for the successful execution and completion of the work. Arrangement for storing the materials, tools etc. will also have to be arranged by the contractor. The DPA shall not be responsible for any theft/loss of any materials, tools, etc. stored/brought by the contractor for execution of work.

35. In case of any damage arising out of negligence, ignorance, malafide intention of the Contractor, same shall be made good at the cost of contractor including the cost of material/spares within a reasonable period of time acceptable to DPA, failing which the cost of the damages assessed by DPA shall be deducted from the bill of the Contractor.

36. Sufficient numbers of Lifting lugs shall be provided in the equipment wherever necessary for maintenance/erection. Also, suitable lifting and shifting arrangements shall be made by the contractor for handing of equipments /items for ease of operation and handling of equipments/items.

37. Contractor shall keep the site reasonably clean during execution of works from all unnecessary obstruction, store or remove any surplus material clear away any wreckage, rubbish or temporary works from the site and remove any contractor equipment no longer required for execution of the contract. After completion of the work the contractor will hand over the clear site devoid of all debris, unused material etc. to the satisfaction of DPA.

38. The Contractor shall be liable for all acts of omission and or commission of the staff deployed by the Contractor and also for all liabilities pertaining to their salaries, allowances, clothing, lodging & fooding, proper safety gears, victuals, medical facilities, insurance coverage as per applicable labour laws or any other requirements pertaining to their staff at the risk & cost of the Contractor only, DPA will not entertain any other expenses or liabilities in this regard.

39. The contractor shall maintain and keep the plant in good condition at all the times during the execution of work, the contractor shall not suspend and / or abandon the work for any reason whatsoever.

40. **Technical Team for operation by the contractor after handing over to DPA:**
The contractor shall ensure the deployment of the following technical manpower for the period of 2(two) years for operation services during defect liability period and 1 (one) year thereafter for operation and maintenance service.:

Sr. No	Designation	Minimum Number of Manpower	Remarks
1.	**Plant Process Engineer**	01	Person must be well conversant with complete Hydrogen generation plant/ Chemical Process plant, operation and maintenance and possess Degree/ Diploma in Chem. Engg. /Process Engg. /relevant stream.
2	**Mechanical Engineer**	01	Person must be well conversant with complete Hydrogen generation plant process and maintenance and

			possess Diploma/Degree in Mechanical Engineering.
3	**Electrical/ Instrumentation/ Automation Engineer**	01	Person must be well conversant with complete Hydrogen generation plant process and maintenance with Diploma/Degree in Electrical/ Instrumentation/ Automation Engineering.
4	**Plant Operator**	01	Person must be well conversant with complete Hydrogen generation plant process, operation and maintenance.
5	**Technician**	02	Experienced manpower preferably worked in industry/process plant.
6	**Helper**	02	Experienced manpower preferably worked in industry/process plant.

41. The working hours of the staff shall be 10:00 Hrs. to 18:00 Hrs. (General Shift) or may be modified as per the requirement, but in case of any emergency, they will be required to attend the work beyond these hours without any implication to DPA. The above staff shows the minimum requirement however, contractor shall deploy the additional manpower to meet the functional requirement of the plant, at no extra cost to DPA.

42. Contractor shall also install biometric attendance with Face recognized attendance system Machine (FRASM) for daily attendance of contractor's employees with record sharing with DPA on monthly basis with history record for minimum six months at site. The no. of devices and location shall be finalized by EIC during the execution and Operation and O&M period. In case of defective FRASM same shall be repaired by the contractor within 05 (five) days at their cost including replacement. During the non-working period (limiting to the 05 days) of the FRASM, contractor has to maintain the manual attendance system and same shall be bought to the notice of EIC and shall ensure daily verification of the attendance by DPA/TPIA. FRASM attendance shall be submitted along with monthly statement for payment.

43. It shall be the responsibility of the deployed staff by the contractor to look overall safe and efficient operation of the green hydrogen generation plant as per the operational control philosophy.

44. The plant process engineer and deployed staff shall maintain and monitor the plant process parameter i.e. efficiency, purity, rate of generation, storage, pressure, temperature and etc. for the safe and efficient operation of the plant. Required documentation shall be maintained by the staff of the contractor.

45. It shall be the responsibility of the staff to do routine inspection of the all the equipment & accessories installed such as electrolyser, EPU, HPS, rectifier, transformer, compressor,

storage, water treatment system, valves, sensors etc. and ensure functionality of the same.

46. It is the responsibility of the contractor of ensuring the timely calibration of all instruments, sensors, gauges etc. during the tenure of defect liability period. During the defect liability period cost towards calibration shall be borne by the contractor. After completion of defect liability period, cost towards the calibrations shall be borne by the DPA.

47. DPA reserves the right to ask the Contractor to remove particular person(s) from site with immediate effect if his behavior/performance is not up to the mark and/or found indulging in unlawful activities; Contractor shall immediately comply with such instructions and fill the vacant position as required. If contractor and his staff found doing illegal activity, legal action will be taken.

Signature & Seal of Contractor

Chief Mechanical Engineer Deendayal Port Authority

SECTION - IV

FORMS OF BID

Part – I
(To be submitted by Bidders with their Bids)

Form No.	NAME OF FORMS/FORMAT
1	Form of application
2	Pre-qualification of bidders
3	Format for declaration
4	Letter of authority for submission of bid
5	Exceptions & Deviations
6	Integrity Pact Agreement
7	Specimen EMD (Bank Guarantee Format)
8	Tender Information Form
9	Proforma Of Joint Venture/Consortium Agreement
10	Proforma Of Power- Of-Attorney for Lead Member Of JV/ Consortium
11	Format For Details of Consortium Members
12	Site Visit Certificate
13	Format of Insurance Surety Bond for Earnest Money Deposit
13-A	Undertaking with respect to Compliance of Restrictions for Countries which share land border with India – as stipulated by Govt. of India.

Part – II
(To be used by successful Bidder)

Form No.	NAME OF FORMS/FORMAT
14	Letter of Acceptance
15	Specimen bank guarantee of Performance Guarantee/Security Deposit
16	Format of Insurance Surety Bond for Performance Guarantee/Security
17	Letter of authority from bank for all BGs
18	Bank Payment Agreement Form
19	Agreement form
20	Format of Extensions (Part – I)
21	Form of Extension (Part-II)

Form-1

SPECIMEN OF APPLICATION

(To be executed on bidder's letter head)

The Chief Mechanical Engineer,
Deendayal Port Authority,
Annex – Administrative Office Building,
Room No. 316, 2nd Floor,
Gandhidham, Kutch-370201, Gujarat.

We, the undersigned, declare that:

(a) we have examined and have no reservations to the tender documents, including addenda and clarifications issued vide **…….**

(b) we offer to execute the work in conformity with the tendering documents and in accordance with the delivery schedules specified in the schedule of requirements in accordance with the tender document bearing no CME/ELECTRICAL/1845

(c) our tender shall be valid for the period of 120 days, from the date fixed for the tender submission deadline and it shall remain binding upon us and may be accepted at any time before the expiration of that period or any extended period.

(d) If our tender is accepted, we commit to submit a performance guarantee for the due performance of the contract, as specified in specimen form for the purpose.

(e) No Joint Venture/Joint venture (to be specify by the Bidder).

(f) Our contractor, its affiliates or subsidiaries- including any subcontractors or contractors for any part of the contract – has not been declared ineligible by the port, under laws of India or official regulations.

(g) We understand that this tender, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal contract agreement is prepared and executed.

I. We understand that you are not bound to accept the lowest evaluated tender or any other tender or you can also split the work that you may receive.

II. We also make a specific note clause of [ITB, NIT] under which the contract is governed.

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

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

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

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

Dated on_____day of_____(insert date of signing)

Form - 2

SPECIMEN FORMAT FOR PRE-QUALIFICATION OF BIDDERS

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

1. Only for individual bidders:

1.1 Constitution of legal status of Bidder **(Attach copy)**

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

2. Turnover of the firm/JV:

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

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

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

3. Similar works:

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

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

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

(1) Existing commitments and on-going works:

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

(2) Works for which bids already submitted:

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

Attach attested certificates.

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

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

6. Additional information bidder may like to submit:

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

Dated on_____day of_____(insert date of signing)

Form - 3

SPECIMEN FORMAT FOR DECLARATION
(To be executed on bidder's Letter Head)

The Chief Mechanical Engineer,
Deendayal Port Authority,
Annex – Administrative Office Building,
Room No. 316, 2nd Floor,
Gandhidham, Kutch-370201, Gujarat.

Ref: (Project title)

Sir,

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

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

Date:

Place:

Name of Applicant:

Represented by (Name & capacity):

Form - 4

SPECIMEN LETTER OF AUTHORITY FOR SUBMISSION OF BID

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

To
The Chief Mechanical Engineer,
Deendayal Port Authority,
Annex – Administrative Office Building,
Room No. 316, 2nd Floor,
Gandhidham, Kutch-370201, Gujarat.

Dear Sir,

We_____do hereby confirm that Shri _____(Name, designation and Address) is/are authorized to represent us to bid, negotiate and conclude the agreement on our behalf with you {copy of board resolution attached (in case of company)} for tender no._____for the work of _____and his specimen signature is appended here to.

We confirm that we shall be bound by all and whatsoever our said signatory shall commit. We understand that the communication made with him by the employer/Board shall be deemed to have been done with us in respect of this Tender.

[specimen signature]
Yours faithfully,
Signature:

Name & Designation: For & on behalf of:

Form - 5

SPECIMEN FORMAT FOR EXCEPTIONS AND DEVIATIONS

To be submitted and declared by the bidder for no deviation from the tender condition.

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

Note: Bidders is discouraged to deviate from bid condition, specifications, delivery schedules, commercial terms as per the tender document.

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

Dated on_____day of_____(insert date of signing)

Form – 6

SPECIMEN LETTER OF INTEGRITY PACT

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

INTEGRITY PACT BETWEEN

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

AND

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

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

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

Section 1 - Commitments of the Principal

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Section 4 - Compensation for Damages

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

(2) If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to Section 3, the Principal shall be entitled to demand and

recover from the Contractor, liquidated damages of the Contract Value or the amount equivalent to Security Deposit /Performance Bank Guarantee, whichever is higher.

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

Section 5 - Previous transgression

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

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

Section 6 - Equal treatment of all Bidders / Contractors

In case of a joint venture, all the partners of the joint venture should sign the Integrity Pact. In case of sub-contracting, the principal contractor shall be solely responsible for the adherence to the provisions of IP by the sub-contractor(s).

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 intensions.

(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 & behalf of the Principal)

मुख्य यांत्रिक इंजीनियर (I/C)
Chief Mechanical Engineer
दीनदयाल पोर्ट प्राधिकरण
Deendayal Port Authority

(For & behalf of the Bidder/Contractor)
(Office Seal)

Signature of Witness:
(Name & Address)

Nikunj Solanki
Room No. 315, Annexe, Building,
A.O. Building, D.P.A.
Gandhidham, 370201.

Signature of witness:
(Name & Address)

Place : Gandhidham

Date:

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

1. Shri Amiya Kumar Mohapatra, IFoS (Retd.)
Qrs. No. 5/9, Unit-9, Bhoi Nagar,
Bhubaneswar -751 022
Mobile No. 9437002530
Email: amiyaifs@gmail.com

2. Dr. Gopal Dhawan, Ex-CMD, MECL
House No. 120, Jal Shakti Vihar
(NHPC Society) P4, Builders Area
Greater Noida Gautam Budh Nagar
Uttar Pradesh -201 315
Mobile No. 8007771467
Email: gdhawangeologist@gmail.com

Form - 7

SPECIMEN EMD (BANK GUARANTEE FORMAT)

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

(Bank's name and address of Issuing Branch or Office)
Beneficiary's Bank details area as under
Account No. 10316591671
IFSC Code : SBIN0060239

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

Date:

Tender Guarantee No.:

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

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

(a) Has withdrawn its Tender during the period of tender validity specified by the Tenderer in the Form of Tender; or

(b) Having been notified of the acceptance of it's Tender by the Employer/Board during the period ofTender validity, (i) fails or refuses to execute the Form of Agreement, if required, or (ii) fails or refuses tofurnish the performance guarantee, in accordance with the Instructions to Tenderers.

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

(a) If the Tenderer is the successful Tenderer, upon our receipt of copies of the contract signed by the Tenderer and the performance guarantee issued to you upon the instruction of the Tenderer; or

(b) If the Tenderer is not the successful Tenderer, upon the earlier of
(i) Our receipt of a copy of your notification to the Tenderer of the name of the successful Tenderer; or
(ii) Twenty-eight days after the expiration of the Tenderer's tender or any extended period thereof.

Consequently, any demand for payment under this guarantee must be received by us at theoffice on or before that date.

[Signature(s)]

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

Form – 8

TENDER INFORMATION FORM

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

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

Tender No.: [insert number of Tender]

Page _____ of _____ pages

1. Tenderer's Legal Name *[insert Tenderer's legal name]*
2. In case of JV, legal name of each party: *[insert legal name of each party in JV]*
3. Tenderer's actual or intended Country of Registration: *[insert actual or intended Country of Registration along with Registration Details]*
4. Tenderer's Year of Registration: *[insert Tenderer's year of registration]*
5. Tenderer's Legal Address in Country of Registration: *[insert Tenderer's legal address in country of registration]*
6. Tenderer's Authorized Representative Information Name: *[insert Authorized Representative's name]* Address: *[insert Authorized Representative's Address]* Telephone/Fax numbers: *[insert Authorized Representative's telephone/fax numbers]* Email Address: *[insert Authorized Representative's email address]* 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 1, above, in accordance with ITT. In case of JV, letter of intent to form JV or JV agreement, in accordance with ITT. In case of government owned entity from India, documents establishing legal and financial autonomy and compliance with commercial law, in accordance with ITT. PAN Number GST Registration Number

Form - 9

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 ……..2025 by and between (i) M/s. (Name of the firm to be filled-in)……,(ii) M/s……(Name of the firm to be filled-in, ……., primarily for the work under the Deendayal Port Authority.

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

1. Formation of Joint Venture/Consortium

1.1.

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

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

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

(iii) ……

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

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

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

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

1.5. The recitals are true and correct and form an integral part of this agreement and are representations of the parties to which they relate and have been relied upon by the parties to enter into the present agreement.

1.6. Notwithstanding the date of signature of this agreement, its effective date will be the date of submission of bid.

1.7. All costs incurred by the parties before the date of award of contract will be borne by the parties

concerned. All costs in implementation of this Joint Venture/Consortium Agreement after award of contract till the expiry of this agreement will be borne by the parties as here in after provided.

1.8. The Joint Venture/Consortium will be dissolved and this agreement will cease to have effect on completion of this project, maintenance and fulfillment of all other conditions under the contract, upon receipt of payment of all amounts from the Employer and on settlement of accounts between the parties as hereinafter provided.

1.9. The contract, if awarded by the Employer, Letter of Acceptance shall be issued in the name of (….Name of JV/Consortium to be filled in) and the Contract shall be signed by legally authorized signatories of all the parties.

1.10. All the parties of the JV/Consortium shall be jointly and severally liable during the bidding process and the bid document shall be signed by legally authorized signatory of all the parties.

1.11. The financial contribution of each partner to the JV/Consortium operation shall be:

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

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

(iii) …….

1.12. All the parties of the JV/Consortium shall be jointly and severally liable for the execution of the project in accordance with the Contract terms, in the event of award of contract. The delineation of duties, responsibilities and scope of work shall be:

a) The Lead Partner shall provide suitable experienced personnel at site, for general planning, site management and equipment operations, during entire period of contract execution.
b) (Name of Partner to be filled-in) shall carry out the following works
c) (Name of Partner to be filled-in) shall carry out the following works
d) ……

1.13. The parties hereto agreed that each of them shall duly and properly perform all the functions and all costs related to their respective works.

1.14. The parties hereto shall be at liberty to enter into liaison work/correspondence with statutory and local authorities as the circumstances warrant individually or collectively.

1.15. It is hereby agreed and undertaken that, all the parties are jointly and severally liable to the —Board of Port of Deendayal for the performance of the contract.

1.16. Notwithstanding demarcation or allotment of work between JV/Consortium partners, JV/Consortium each partner shall be liable for non-performance of the whole contract irrespective of their demarcation or share of work.

1.17. The Lead Partner shall be authorized to act on behalf of the JV/Consortium.

1.18. All the correspondences between the Employer and the JV /Consortium shall be routed through the Lead Partner.

1.19. The Lead Partner is authorized: (a) to submit bid, negotiate and conclude contract and incur all liabilities therewith on behalf of the partner(s) of the JV /Consortium during the bidding process; and (b) in the event of a successful bid, to incur liabilities and receive instructions for and on behalf of the partner(s) of the JV/Consortium and to carry out the entire execution of the contract including payment, exclusively through Lead Partner.

1.20. In the event of default of the Lead Partner, it shall be construed as default of the Developer/Contractor; and Employer shall be entitled to take action under relevant clause(s) of the Department Bid Document and/or Conditions of Contract.

1.21. All the parties of the JV/Consortium shall be jointly and severally liable for due performance, recourse/sanctions within the joint venture in the event of default of any partner and arrangements for providing the required indemnities.

1.22. The JV/ Consortium shall have a separate JV/Consortium Bank account (distinct from the Bank account of the individual partners) to which individual partners shall contribute their share capital / or working capital. The financial obligation of the consortium shall be discharged through the said JV/ Consortium Bank account only and also all payment received by consortium from the Deendayal Port AUTHORITY shall be through that account only.

The parties hereto have mutually agreed to the terms and conditions set forth herein above and have assured each other to duly perform the reciprocal promises and obligations on either side for effective implementation of the JV/Consortium for proper and due completion of the works envisaged, in the event of award of contract to the JV/Consortium and have affixed their signature in this indenture on this the …….day of…….2025

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

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

Witness1

Witness2

Form - 10

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 20___, we, (i) (……Name of legally authorized signatory of first partner to be filled in …….), (ii) (……Name of legally authorized signatory of second partner to be filled in), ……..hereby jointly authorize and agree the Lead Partner, M/s (……Name of the lead partner to be filled in…….), (a) to submit bid , negotiate and conclude contract and incur all liabilities therewith on behalf of the partner(s) of the JV /Consortium during the bidding process: and (b) in the event of a successful bid, to incur liabilities and receive instructions for and on behalf of the partner(s) of the JV /Consortium and to carry out the entire execution of the contract including payment for the work of ……..(insert name of the work)……. exclusively through Lead Partner.

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

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

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

Form - 11

FORMAT FOR DETAILS OF CONSORTIUM MEMBERS

1. Details of the Firm	
Firm's Name, Address and Telephone	
Name and Telephone No. of the Contact Person	
Fields of Expertise	
Nature of Experience (no. of years, expertise)	
2. Services that are proposed to be sub contracted:	
3. Person who will lead the Member* Name: Designation: Telephone No: Email:	
4. Details of Firm's previous experience	

Project and Location	Name, address and telephone no. of Client	Scope	Duration (Start Date-completion Date)	Status
1. 2. 3. 4. 5. 6.				

Form - 12

EVIDENCE TOWARDS SITE VISIT

I, Shri _____ authorized representative of M/s. _____ _____ (authorization letter issued by the firm with my specimen signature and passport size photo and Aadhaar card are enclosed) have visited the site on _____ with DPA representative Shri _____ (Designation) _____ for the work of **"Design, Supply, Installation, Testing & Commissioning of 5 MW Green Hydrogen Plant in DPA with capabilities to further enhance up to 10 MW in future by using common Infrastructure facilities on EPC Mode."** and inspected the site and other issues related to tender to my satisfaction.

Name, signature & seal of the bidder	Name, designation and signature of DPA representative who assisted bidder during site visit.	Name and signature of XEN(M) / SE (M) /CME

Form - 13

FORMAT OF INSURANCE SURETY BOND FOR EARNEST MONEY DEPOSIT
(To be executed on Non-judicial Stamp Paper of Appropriate value)

Insurance Surety Bond No.....
Date:.....

(Name of Contract)

To: (Name and address of Employer)

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

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

THE CONDITIONS of this obligation are as follows:

1. If the Bidder (a) withdraws or modifies its Bid during the period of bid validity, or (b) adopts corrupt or collusive or coercive or fraudulent practices or defaults under Integrity Pact.

2. If the Bidder, having been notified of the acceptance of its Bid by the Employer during the period of bid validity.

(a) fails or refuses to sign the Contract Agreement when required, or
(b) fails or refuses to submit the performance security in accordance with the Tender Documents.

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

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

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

For and on behalf of the Insurance Company

_____

in the capacity of

_____

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

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

INSTRUCTIONS FOR EXECUTION OF INSURANCE SURETY BOND FOR EANEST 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 duty 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 Sing. The issuing insurance Company shall be requested independently for verification/confirmation of the Insurance Surety Bond issued, non-confirmation of which may lead to rejection of 'Insurance Surety.

5) Irrevocable, valid and fully enforceable Insurance Surety Bond in favour of the Employer (Name of Employer) issued by any Insurance Company registered under insurance Act amended from time to time and approved by the Insurance Regulatory Development Authority of India (IRDAI) 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 13-A

FORMAT

For

Undertaking with respect to Compliance of Restrictions for Countries which share land border with India – as stipulated by Govt. of India.

(On Company Letter Head, to be signed by the duly authorized person)

Date: _____

TENDER NO.: ……

TITLE OF TENDER : ……

To,
The Chief Mechanical Engineer,
Deendayal Port Authority,
Annex – Administrative Office Building,
Room No. 316, 2nd Floor,
Gandhidham, Kutch-370201, Gujarat.

Dear Sir/Madam,

In line with the guidelines issued for compliance of Restrictions for Countries which share land border with India – as issued by Govt. of India in July'2020,

I/We have read the clause regarding restrictions on procurements from a bidder of a country which shares a land border with India and on sub-contracting to contractors from such countries.

a. I/We certify that this bidder is not from such a country or if from such a country has been registered with the competent authority. I hereby certify that this bidder fulfills all requirements in this regard and is eligible to be considered*.

b. I/We certify that this bidder is not from such a country or if from such a country has been registered with the competent authority and will not sub-contract any work to a contractor from such countries unless such contractor is registered with the competent authority. I hereby certify that this bidder fulfills all requirements in this regard and is eligible to be considered**.(Applicable for works involving possibility of sub-contracting)*

I/We hereby certify that I/We fulfill all requirements in this regard and am/are eligible to be considered.

[* **Where applicable, evidence of a valid registration by the Competent Authority shall be attached**]

Name and Signature of the Authorised Signatory

Form - 14

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

Date: _____

To: _____ (Name & address of contractor)
Dear Sir,
Sub: Tender No. Title of Tender
Ref: Your Bid Dated
And (list of correspondence with the Bidders)

This is to notify you that your bid dated _____ for supply of the _____ (name of the contract and identification number, as given in the instruction to bidders) for the Contract Price of Rupees _____ (amount in words and figures) as corrected and modified in accordance with the Tender Documents is hereby accepted by the Employer/Board.
You are hereby requested to furnish performance guarantee, in the form detailed in Tender Document for an amount of Rs. _____ within (21) days of the receipt of this letter of acceptance and valid up to 21 days from the date of completion of contractual obligations, subject to removal of Defects, i.e. up to _____ and also sign the contract agreement within (14) days of the receipt of this letter of acceptance, failing which action as stated in the tender document will be taken.

Detailed letter of acceptance will follow.

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

Yours faithfully,

Authorized signature
Name and title of signatory

Chief Mechanical Engineer
Deendayal Port Authority

Form - 15

SPECIMEN BANK GUARANTEE TOWARDS PERFORMANCE GUARANTEE/SECURITY DEPOSIT

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

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

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

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

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

3.We, (Name of Bank and Branch), further agree with the Board that the guarantee herein contained shall remain in full force and effect during the period that would be taken for

performance of the said contract and that it shall continue to be enforceable till all the dues of the Board under or by virtue of the said contract have been fully paid and its claims satisfied or discharged or till the_____(Name of the user department) of the said certifies that the terms and conditions of the said contract have been fully and properly carried out by the said Contractors and accordingly discharge this guarantee. PROVIDED HOWEVER that the Bank shall at the request of the Board but at the cost of the Contractors, renew or extend this guarantee for such further period or periods as the Board may require from time to time.

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

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 duringits 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
   1. 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
   a. (date of expiry of Guarantee)."

9. (i) Name of Beneficiary's Bank is State Bank of India, Gandhidham.
   (ii) IFSC No. of Beneficiary's Bank is SBIN0060239.
   (iii) Bank Account No. of Beneficiary is 10316591671.

Date_____ day of_____20____

For, (Name of Bank)
(Name) Signature

Form - 16

FORMAT FOR INSURANCE SURETY BOND FOR PERFORMANCE GUARANTEE/SECURITY

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

(Insurance Surety Bond No…)

Date ……..

(Name of the Contract)

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

Dear Sir,

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

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

The Employer shall have the fullest liberty, without affecting in any way the liability of the Insurance company under this guarantee, from time to time to extend the time for performance of the Contract by the Contractor. The Employer shall have the fullest liberty, without affecting

this guarantee, to postpone from time to time the exercise of any powers vested in them or of any right which they might have against the Contractor, and to exercise the same at any time in any manner, and either to enforce or to forbear to enforce any covenants, contained or implied, in the Contract between the Employer and the Contractor or any other course or remedy or security available to the Employer. The Insurance company shall not be released of its obligations under these presents by any exercise by the Employer of its liberty with reference to the matters aforesaid or any of them or by reason of any other act or forbearance or other acts of omission or commission on the part of the Employer or any other indulgence shown by the Employer or by any other matter or thing whatsoever which under law would, but for this provision have the effect of relieving the Insurance Company.

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

i) Our liability under this Insurance Surety Bond shall not exceed ……. (*)…….

ii) This Insurance Surety Bond shall be valid up to ……..(+)……..

iii) We are liable to pay the guaranteed amount or any part thereof under this Insurance Surety Bond only and only if Employer serve upon Insurance Company a written claim or demand on or before ……..@.....

Dated this……day of……20……at…….

WITNESS	Signed for and on behalf of the Insurance Company
1……	…….
(Signature)	(Signature)
2……	…….
(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 purchased in the name of Issuing Insurance Company, not more than six (6) months prior to execution/issuance of Insurance Surety Bond. The name of the purchaser should appear at the back side of stamp paper in the Vendors Stamp. Insurance Surety Bond should contain rubber stamp of the authorized signatory of the Insurance Company indicating the name, designation and signature/ power of attorney number as well as telephone numbers / e-Mail Id with full correspondence address of the Insurance Company.

   In case the same is issued by an International Insurance Company (it should be registered under Insurance Act 1938 or as amended from time to time and approved by the Insurance Regulatory Development Authority of India (IRDAI)), the law prevalent in the country of execution shall prevail for the purpose of Stamp Duty on the Insurance Surety Bond. However, in such a case, the Insurance Surety Bond shall be got confirmed through any Indian Scheduled/Nationalized Insurance Company.

3. Insurance Surety Bond is required to be submitted directly to the Employer by the issuing Insurance Company (on behalf of Contractor) under registered post (A.D.). The Contractor can submit an advance copy of Insurance Surety Bond to the Engineer.

4. The issuing Insurance Company shall write the name of Insurance Company's controlling branch/ Head Office along with contact details like telephone no., e-Mail Id and full correspondence address in order to get the confirmation of Insurance Surety Bond from that branch/Head office, if so required.

Form - 17

AUTHORITY FROM BANK FOR ALL BGs

(To be executed on Bank's Letter Head)

The Chief Mechanical Engineer,
Deendayal Port Authority,
Annex – Administrative Office Building,
Room No. 316, 2nd Floor,
Gandhidham, Kutch-370201,Gujarat.

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

Dear Sir,

We confirm having issued the above mentioned guarantee favoring yourselves, issued on account of M/s._____validity for expiry up to date_____and claim expiry date up to_____We also confirm 1) _____2)_____is/are empowered to sign such Bank Guarantee on behalf of theBank and his/their signatures is/are binding on the Bank.

Name of signature of Bank Office

Form - 18

BANK PAYMENT AGREEMENT FORM

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

- **Declaration by the Party: (Given on the Letter Head of the Company)**
  I / We hereby declare that the above information furnished by me is correct and DPA is required to pay my / our dues to this Account for this Work / Supply Order is concerned.

Signature of the Party Seal of the Company

- **Declaration by the Bank: (Given on the Letter Head of the Bank)**
  It is hereby informed that the details mentioned by the Party are correct as per our records and any payment made by the DPA to this account will be accepted by either RTGS / NEFT.

Signature of the Bank Manager

Form – 19

DEENDAYAL PORT AUTHORITY

FORM OF AGREEMENT

(FOR EXECUTION OF WORK)

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

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

This agreement made of this _____ day of _____(2025) Two Thousand Twenty-Five between the Board of Deendayal Port Authority, a body corporate under Major Port Authorities Act, 2021 have its registered office at Administration Office Building at Gandhidham (Kutch) (hereinafter called the 'Board' which expression shall unless excluded by or repugnant to the context, be deemed to include their successors in office) of the one part and___(Name and address of all the partners if a partnership with all their address) hereinafter called the 'Contractor' which expression shall unless excluded by or repugnant to the context be deemed to include his / their heirs, executors, administration, representatives and assignees or successors in office of the other part.

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

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

WHEREAS the Contractor has deposited a sum of Rs._____ (Rupees_____only) as security deposit in the form of **Online Digital Transfer or FDR Por in form of Bank Guarantee/Insurance Surety Bond** for the due fulfilment of all the conditions of the contract.

NOW THIS AGREEMENT WITHINESS AS FOLLOWS:

1. In this agreement words and expression shall have the same meaning as are respectively assigned to them in the general condition (including special conditions, if any) of contract hereinafter referred to.

2. The following documents shall be deemed to form and read as construed part of this agreement viz.:

i) Notice inviting tender.
ii) Technical specifications.
iii) Special conditions of contract.
iv) Tender submitted by the Contractor.
v) The Board's "Drawing".
vi) The schedule items of work with quantities and rates.
vii) Any correspondence made between the Chief Mechanical Engineer and the Contractor after opening of the Cover-I—as regards to contain clarifications/details called for vice versa.
viii) Common terms and conditions offered to Contractor and their acceptance including confirmation to withdrawal of their own terms and conditions offered with the tender i.e. 'Cover-I'
ix) Bank Guarantee for security deposit.

1.The Contractor hereby covenants with the Board to complete the work of

_____in conformity in all respects, with the provisions of the contract.

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

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

Witness

1.Name & Address: Signature of Contractor Seal

2.Name & Address:

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

1. _____
2. _____

(Chief Mechanical Engineer)
Deendayal Port Authority

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

(Secretary)
Deendayal Port Authority

Form - 20

DEENDAYAL PORT AUTHORITY

FORM OF APPLICATION BY THE CONTRACTOR FOR SEEKING EXTENSION OF TIME PART – 1

1. Name of Contractor
2. Name of work as given in the agreement
3. Agreement No.
4. Estimated amount put to tender
5. Date of commencement of work as per agreement
6. Period allowed for completion of work as per agreement
7. Date of completion stipulated in agreement
8. Period for which extension of time has been given previously:

(a) 1st extension vide EE's No. Dated Month Days

(b) 2nd extension vide EE's No. Dated Month Days

(c) 3rd extension vide EE's No. Dated Month Days

(d) 4th extension vide EE's No. Dated Month Days Total extension previously given.

9. Reasons for which extensions have been previously given (Copies of the previousapplication should be attached)
10. Period for which extension is applied for
11. Hindrance on account of which extension is applied for with dates on which hindrances occurred and the period for which these are likely to last.

(a) Serial No.
(b) Nature of hindrance
(c) Date of Occurrence
(d) Period for which it is likely to last
(e) Period for which extension required for this particular hindrance
(f) Overlapping period if any, with reference to item……
(g) Net extension applied for
(h) Remarks, if any.

Total period on account of hindrance mentioned above…… Month Days

12. Extension of time required for extra work
13. Details of extra work and amount involved:

(a) Total value of extra work
(b) Proportionate period of extension of time based on estimated amount put to tender on account of extra work.

14. Total extension of time required for 11 & 12Submitted to the Sub-Divisional Officer…….

Signature of Contractor
Date:

Form - 21

DEENDAYAL PORT AUTHORITY
APPLICATION FOR EXTENSION OF TIME PART II
(To be filled in by the Sub-Divisional Office)

1. Date of receipt of application_____from Contractor for the work of_____in the Sub-Divisional Office.
2. Acknowledgement issued by S.D.O. vide his No._____dated_____
3. Remarks of S.D.O.
   (on the reasons given by the contractor are correct and what extension, if any, is recommended by him. If he does not recommend the extension, reasons for rejections should be given.)

Signature of Divisional Officer
Dated:

(To be filled in by the Executive Engineer)

1. Date of receipt in the Divisional Office.
2. Executive Engineers remarks regarding hindrances mentioned by the Contractor.
   (1) Serial No.
   (2) Nature of hindrance
   (3) Date of occurrence
   (4) Period for which hindrance is likely to last
   (5) Extension of time applied for by the contractor
   (6) Overlapping period, if any, giving reference to items which overlap.
   (7) Net period for which extension is recommended
   (8) Remarks as to why the hindrance occurred and justification for extension recommended.

3. Executive Engineer's recommendations:
   (The present progress of the work should be stated and whether the work is likely to be completed by the date up to which extension has been applied for. If extension of time is not recommended, what compensation is proposed to be levied under clause 2 of the agreement).

Dy. HOD/SE's recommendations

Signature of Executive Engineer
Date:

HOD's recommendations/approval.

Signature of Superintending Engineer
Date:

Signature of Chief Mechanical Engineer
Date:

SECTION-VI

SCHEDULE – B
BILL OF QUANTITIES (BOQ)

Subject: "Design, Supply, Installation, Testing & Commissioning of 5 MW Green Hydrogen Plant in DPA with capabilities to further enhance up to 10 MW in future by using common infrastructure facilities on EPC mode."

Part – A : DSITC of 5 MW Green Hydrogen Plant.					
Sr. No.	**Description**	**Qty.**	**Unit**	**Rate**	**Amount**
1	Design, Supply, Installation, Testing and Commissioning of 5MW Green Hydrogen Generation Plant on EPC mode including Alkaline Electrolyser package (Stacks, Gas separator units, H2 Purification units, Rectifier units, Rectifier Transformers) complete in all respect.	1	LS		
				Total Amount of Part-A (Rs.) (Excl. of GST)	
Part-B: DSITC of Balance of Plant (BoP) /common infrastructure facilities suitable for 10MW Green Hydrogen Plant.					
Sr. No.	**Description**	**Qty.**	**Unit**	**Rate**	**Amount**
1	Suitable capacity Transformer (66/11 KV) to cater all types of demand of Plant.	1	Package		
2	Suitable HT and LT switchgears required for satisfactory operation of plant including safety & protection devices.	1	Package		
3	Hydrogen Gas storage including cascades & storage tanks (Min. 1 Hr. full plant capacity) system for 10 MW Green Hydrogen plant.	1	Package		
4	Desalination and water treatment system	1	Package		
5	De-mineralized water	1	Package		
6	Cooling water system	1	Package		
7	Chilled water system	1	Package		
8	Lye Tanks/Electrolyte Storage, filling, make up system	1	Package		
9	Instrument Air system	1	Package		
10	Purging gas generator system	1	Package		
11	Fire Fighting & Fire Protection system for the plant area including Hazop study report.	1	Package		
12	Effluent Handling System	1	Package		
13	All type of required Piping, Pumps, Valves & Fittings, supports, protection devices etc.	1	Package		

14	Field Instrumentation, hazard detection, analyzers, flame detection camera etc.	1	Package		
15	Suitable Cabling, Illumination, Earthing & Lighting protection for the entire plant	1	Package		
16	Plant Control and Automation System	1	Package		
17	CCTV surveillance system for the entire plant	1	Package		
18	Suitable HVAC package for all the required spaces including control room	1	Package		
19	AC & DC UPS system for plant safety emergency power backup.	1	Package		
20	EOT of sufficient capacity to handle the item safely of plant equipments including electrolysers.	1	Package		
Total Amount of Part-B (Rs.) (Excl. of GST)					
Part-C: Operation services of the plant.					
1	Complete operation service of the installed plant for the period one year after commissioning.	12	Months		
2	Complete operation service of the installed plant for the period 2nd year.	12	Months		
3	Comprehensive Operation and Maintenance service of the installed plant for the period 3rd year.	12	Months		
Total Amount of Part-C (Rs.) (Excl. of GST)					
Total Amount of Part (A+B+C) (Rs.) (Excl. of GST)					

Total amount of Part-A, B &C in words (Excl. of GST)

(Rupees _____ only)

Note:

i. Contractor shall visit the site for complete understanding of the scope of work and actual quantification of the proposed job and quantum of the work.

ii. The rates shall be inclusive of all equipment, transportation, labour, materials, consumable, tools & tackles, etc. charges, taxes, Cess, Duty etc. except GST.

iii. Detailed breakup of all the items/Equipment shall be provided by the successful contractor as per annexure – A, after the award of work.

iv. Items in BOQ are indicative only and all the requirements shall be in the scope of the EPC contractor to complete the work for successful commissioning and delivery to DPA, complete in all respect.

Signature & Seal of Contractor

Chief Mechanical Engineer Deendayal Port Authority

SECTION - VII

DRAWINGS

(Not Applicable)

Signature & Seal
of Contractor

Chief Mechanical Engineer
Deendayal Port Authority

SECTION VIII

FORMAT OF BID SECURITY DECLARATION FROM CONTRACTORS

(Applicable for MSE's)
(On Contractors 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 purchaser during the period of bid validity
(i) fail or reuse to execute the contract, if required, or (ii) fail or refuse to furnish the Performance Security, in accordance with the Instructions to Contractors.

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

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

Name: (insert complete name of person signing the Bid Securing Declaration)
Duly authorized to sign the bid for an on behalf of (insert complete name of Contractor)
Dated on _____ day of _____ (insert date of signing)

Corporate Seal (where appropriate)

Section – IX
Format for submitting information for Bid Capacity

1. For calculating "A" of the formula.

Sr. No.	Financial Year	Value of work undertaken	Multiplying factor	Value updated to the price level of the year (Col C x col D)
A	B	C	D	E
1				
2				
3				
4				
5				
6				
7				

2. For calculating "B" of the formula.

Sr. No.	Name of client	Name of work	Work order no. and date	Schedule period of completion as per work order with start date	Contract value	Value of work done	Remaining value of work done	Anticipated date of completion	Remaining value of work done (Completion period of the work for which bids are invited by DPA) from the date of opening of preliminary bid
A	B	C	D	E	F	G	H	I	J
1									
2									
3									
4									
5									

The available bid capacity will be calculated as under: Assessed Available Bid capacity = A x M x N – B,

Where,

"A" = Maximum value of works executed in any one year during 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 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 on-going 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.

Financial Year	2024-25	2023-24	2022-23	2021-22	2020-21
Multiplying Factor	1.00	1.02	1.02	1.11	1.26

3. Calculation of Bid Capacity: -

Bid capacity = [A x M x N] – B

=

Seal & Signature of Contractor

Note:

(i) The value of annual turnover is not to be considered towards —A as mentioned in the formula.

(ii) Bidders who meet the minimum qualification criteria will be qualified only if their available bid capacity is more than the total bid value.

Annexure-A

Item wise bifurcation of BOQ items of Part-A & Part-B for ease of payment only, however contractor has to supply all the required materials for successful commission of complete Green Hydrogen plant for production of Green Hydrogen at DPA.

(To be filled by the successful bidder only after award of LoA)

Sr. No.	Description	Qty.	Unit	Rate (Rs.)	Amount (Rs.)
Part – A DSITC of 5 MW Green Hydrogen Plant.					
To be filled by the successful bidder only after award of LoA					
Part-B: DSITC of Balance of Plant (BoP) /common infrastructure facilities suitable for 10MW Green Hydrogen Plant.					
To be filled by the successful bidder only after award of LoA					
				Total Amount (Rs.) :	

Total Amount in Words (Excluding GST) _____ only)

Note:

1. To be filled by the successful Contractor. It is mandatory for the successful Contractor to provide Annexure-A within 15 days **after issuance of "Letter of Award**".
2. The rates to be quoted shall be inclusive of all charges, taxes, Cess, Duty etc. except GST, if any.
3. All above mentioned items in Annexure-A are including mobilization & demobilization complete in all respects and ready to use as per approved designs, drawings and specifications including installation, testing, inspection, commissioning, and defect rectifications.
4. Total amount of the breakup of detailed components of BOQ-Part-A& Part-B items shall match the amount quoted in Bill of Quantity, Schedule: - B, BOQ-Part-A&B.
5. The above list is indicative only for ease of payments, Contractor has all the liability to supply and install all the items required for successful execution of the Green Hydrogen plant complete in all respect.

Signature of the Successful Bidder