DEENDAYAL PORT AUTHORITY

(An Autonomous body under the Ministry of Ports, Shipping and Waterways, Govt. of India)

ENGINEERING DEPARTMENT

ISO 9001:2008 ISO 14001
ISPS compliant port

TENDER DOCUMENTS FOR

Name of work: - : Development of Container Terminal at Tuna-Tekra "Common Road connectivity from Take of point up to back up area" Stage-II .

Executive Engineer (C)
Construction Division
Deendayal Port Authority,
Ground Floor, Room No. 113,
A.O. Building, Gandhidham-
370201, Kutch District,
Gujarat State, India.
Telephone (M) 8758659669
Email:executiveengineercivil1@gmail.com

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DEENDAYAL PORT AUTHORITY

COMPETITIVE BIDDING

BID NO : 03-C/25

Name of work: **Development of Container Terminal at Tuna-Tekra "Common Road connectivity from Take of point up to back up area" Stage-II .**

PERIOD OF DOWNLOADING OF BID DOCUMENTS

FROM	:	__/__/2025
TO	:	23/12/2025TIME 16.00HRS.
LAST DATE AND TIME FOR RECEIPT OF BIDS	:	23/12/2025TIME 16:00HRS
TIME AND DATE OF OPENING OF BIDS	:	23/12/2025TIME 16:15HRS.
PLACE OF OPENING OF BIDS	:	**CHAMBER OF EXECUTIVE ENGINEER (C),** DEENDAYAL PORT AUTHORITY, GROUND FLOOR, ROOM NO. 114, A.O. BUILDING, GANDHIDHAM-370201, KUTCH DISTRICT, GUJARAT STATE, INDIA. TELEPHONE (M) 8758659669

OFFICER INVITING BIDS : EXECUTIVE ENGINEER (C)

DEENDAYAL PORT AUTHORITY

DEENDAYAL PORT AUTHORITY

NOTICE INVITING TENDER

Tender No. 03-C/25

NAME OF WORK :- : Development of Container Terminal at Tuna-Tekra "Common Road connectivity from Take of point up to back up area" Stage-II (5 years Maintenance period)

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

Work Description	Tender Fee (In Rs.)	Estimated cost (In Rs.)	EMD (In Rs.)	Date of Pre- Bid Meeting	Last Date and time of online Submission of bid documents	Date and time of online opening
: Development of Container Terminal at Tuna-Tekra "Common Road connectivity from Take of point up to back up area" Stage-II (5 years Maintenance period)	5000/- + GST @ 18 % (Digital mode of Payment at Bank of Baroda Gandhidham Branch Account No. 10080100022427 IFSC code. BARB0GANKUT)	Rs. 25,91,84,420.00	Rs. 25,91,844.00 In form of Bank Guarantee by any nationalized / scheduled bank except Co-Operative bank having its branch at Gandhidham or In the form of Insurance Surety Bond as per format and terms and condition in Form 23 A	NA	Upto 16.00 hours on 23/12/2025	23/12/2025 @16.05 Hrs.

Detailed tender notice along with complete tender documents can be downloaded from website https://tender.nprocure.com from /--/2025to 2 3 /12/2025@ 16:00 Hrs. Tender Notice is also available on www.deendayalport.gov.in. Technical Bid will be opened on 2 3 /12/2025@ 16:05 Hrs. Date of opening of price bid shall be notified after scrutiny & evaluation of Technical Bid. For further details and general enquiries prospective bidders may contact **EXECUTIVE ENGINEER (C), DEENDAYAL PORT AUTHORITY, ROOM NO. 113, A.O. BUILDING GANDHIDHAM, KUTCH DISTRICT, GUJARAT STATE, INDIA, TELEPHONE (M) 8758659669** during working hours before the last date and time of downloading of tender documents.

EXECUTIVE ENGINEER (C)

DEENDAYAL PORT AUTHORITY

DEENDAYAL PORT AUTHORITY,

NOTICE INVITING ONLINE TENDER

Details about E/Online tender:

Department Name	Civil Engineering Department
Circle/ Division	CONSTRUCTION- DIVISION
Tender Notice No.	03-C/25
Name of Work	**Development of Container Terminal at Tuna-Tekra "Common Road connectivity from Take of point up to back up area" Stage-II.**
Estimated Contract Value (INR)	**₹ 25,91,84,420.00**
Period of Completion (in Months)	**Construction Period 12 Months, Defect Liability Period 12 Months & Maintenance period48 Months.**
Bidding Type	Open
Bid Call (Nos.)	One
Tender Currency Type	Single
Tender Currency Settings	Indian Rupee (INR)

Minimum Pre- Qualifying / Eligibility Criteria

Average annual financial turnover during the last three years ending 31st March of the previous financial years, should be at least Rs. 777.55 Lakhs. **(The financial turnover document must be certified by a Chartered Accountant (CA) with the CA's stamp, signature, and UDIN no. Additionally, all necessary documents for the verification of turnover must be provided. Failure to comply with these requirements bid will be treated as non-responsive).**

1. Experience of having successfully completed similar works during last 7 years ending last day of month previous to the one in which applications are invited should be either of the following:

   Three similar completed works, each work costing not less than Rs. 1036.74Lakhs(Excluding GST).

   Or

   Two similar completed works, each work costing not less than Rs. 1295.92Lakhs. (Excluding GST)

   Or

   One similar completed work, costing not less than Rs. 2073.48Lakhs. (Excluding GST)

2. **"Similar Works"** mean Tenderer should have completed any type of Construction / Maintenance (separately or combined) of Road/Yard/Parking with base coarse i.e G.S.B , W.M.M & Bituminous paved work, successfully in that particular contract during last 7 years ending last day of month previous to the one in which applications are invited.

3. **Work experience in Private Organization:** If the Bidder has completed works in a private

organization as stipulated in the Minimum Qualification Criteria (work experience), the following documents must be enclosed with the BID for consideration:

- **TDS Certificates:** The Bidder must provide TDS certificates issued by the competent authority with respect to the work experience.

- **CA Certificate:** The Bidder must submit a certificate issued by their Chartered Accountant (CA) stating that the amount shown in the TDS certificate has been received with respect to the work experience submitted by the Bidder. This document must be certified by the CA with their stamp, signature, and UDIN number.

Failure to provide these documents will result in the bid being treated as non-responsive.

4. Work Experience as a sub-contractor: In case the Bidder has carried out work experience as a subcontractor, the following conditions must be met by bidder:

a) The subcontract experience shall be considered for qualification only, if the work was carried out for Govt./ Autonomous Body working under GoI/Semi Govt., or Public Limited companies. The Bidder must submit the subcontract permission issued by the respective work authority prior to the execution of the work. It is mandatory to upload the subcontract permission online along with the bid. If the subcontract permission is not authenticated, the respective bidder will be considered non-responsive.

b) The completion certificate/Form-3A issued/authenticated by the concerned Government, Semi-Government, or Public Limited companies must be uploaded along with the bid submission.

c) The decision taken by DPA with regard to Sub-contract work experience shall be final and binding to bidder.

5. ~~If the bidder has executed the similar work as sub-contractor, it is mandatory to upload the sub-contract permission letter obtained from the Govt/Public sector officer in casework beings to the Govt/Public sector or from the owner of the project in case work belong to private organization. Also, the completion certificate/ form-3A authenticated by concern Govt/Public sector officer or owner of the project shall be uploaded along with TDS certificate deducted from that particular work issued by the competent authority shall be submitted along with bid submission~~.

6. **Bidder is a MSME Organisation:** In case of Micro and Small Enterprise (MSEs) holding valid certificate issued by any agencies/organization under the Ministry of Micro, Small and Medium Enterprises indicating the list

of activity related to the subject tender shall become eligible for exemption from payment of Tender fee/EMD. Such bidder shall upload in technical bid stage a scanned copy of valid certificate (Refer NIT for list of activities considered) as well as duly filled in and signed **"Bid Securing Declaration"** as per format provided in the tender document failing which the bid shall be treated as non-responsive. Bid securing declaration form is attached at Section-II

NIC codes regarding similar work is mentioned below: If tenderer/bidder completed the works in private organization TDS certificates with respect to referred work needs to be submitted

Level	Description
Section F	Construction
Division 42	Civil Engineering
Group 421	Construction roads and railways
Class 4210	Construction roads and railways
Sub-class 42101	Construction and maintenance of motorways, streets, roads, other vehicular and pedestrian ways, highways, bridges, tunnels and subways

7. Integrity Pact Agreement:

The bid/tender shall also be accompanied by Integrity Pact Agreement (Section-8).

A) 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. (Each and every Page) on n-procure portal.

B) 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 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.

C) 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 technical bid stage, falling which bid will be treated as not responsive.

D) In case of JV, IP agreement needs to be signed by all the partners of JV and copy of JV agreement shall be submitted at technical bid stage, falling which bid will be treated as not responsive.

E) In Case of Private Limited Company, IP agreement needs to be supported with copies of Power to Attorney and Board Resolution entrusting the power to sign for and on behalf of company.

8. 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 asunder:
Available Bid Capacity = A x M x N - B, where

"A" = Maximum value of engineering 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 the current price level) of the existing commitments and ongoing works to be completed in the next "N" years.

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

Joint Venture : 1. In case of JV to qualify experience in similar works, merging of work order value executed by two or more 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.

2. Lead partner should have executed at least one similar work costing Rs. 1036.74 (Excluding GST) Lakhs as per Minimum Eligibility Criteria.

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

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

5. Bid Security as required shall be furnished by Lead Member of Joint venture.

Rebate : Applicable (Unconditional rebate submitted online before due date of submission of bid)

Bid Document Fee : Rs. 5900/- including 18% GST (Digital mode of Payment of Bank of Baroda Gandhidham Branch Account No.10080100022427 IFSC code. BARB0GANKUT)

Bid Security/ EMD (INR) : Rs.25,91,844.00/- In the form of Insurance surety bond as per format and terms and condition in attached Form-23A at Section-8 or in form of Bank Guarantee Drawn in favour

	of Deendayal Port Authority by any nationalized/scheduled bank except Co-Operative bank having its branch at Gandhidham.
Bid Document Downloading Start Date	: __/__/2025
Bid Document Downloading End Date	:23/12/2025 up to 16:00 Hrs.

Date & Place of Pre-Bid Meeting	:	NA
Last Date & Time for Receipt of Online Bids	:	23/12/2025 @16:00 Hrs.
Bid Validity Period	:	120 Days
Condition	:	Digital mode of payment for tender Fees & EMD in form of Bank Guarantee(BG) of. Nationalized / scheduled bank except Co-Operative bank having its branch at Gandhidham or Insurance Surety Bond (as Form -23 A) The bid/tender not accompanied by Tender Fee UTR Number in Technical bid shall not be considered responsive, and their technical and price bid will not be opened. In case of Micro and Small Enterprise (MSEs) holding valid certificate issued by any agencies/organization under The Ministry of Micro, Small and Medium Enterprises indicating the list of activity related to the subject tender shall become eligible for exemption from payment of Tender fee/EMD. Such bidder shall upload in technical bid a scanned copy of valid certificate. (Refer NIT for list of activities considered) The bid/tender shall also be accompanied by Integrity Pact Agreement duly signed by DPA authority along with witness which needs to be signed by the bidder along with witness. In case of JV, IP agreement needs to be signed by all the partners of JV.
Remarks	:	The above shall be submitted in electronic format through on line (by scanning) while uploading the bid. This submission shall mean that EMD, Tender Fee are received. Accordingly, technical bid of only those bidders shall be opened whose EMD, Tender Fee, are received electronically and are in order. The bidder shall send hard copy of tender (sealed & signed of authorized person), and other PQ documents through R.P.A.D./speed post or in person so as to reach to Executive Engineer (C.), Construction Division, A.O. BUILDING-ANNEX, GANDHIDHAM KACHCHH-370201, within 7 days from the last date of opening.
Bid Opening Date	:	Technical Bid will be opened on __/__/2025 @ 16:15 Hrs. Date of opening of price bid shall be notified after scrutiny & evaluation of Technical Bid to qualified bidders.
Documents required to be submitted by scanning through online	:	a) Document sin support of fulfilling qualifying criteria as indicated above. b) EMD in the form of Insurance surety bond shall also be acceptable as per format attached as Form-23 A. or in form of Bank guarantee by any nationalized/scheduled bank except Co-Operative bank having its branch at Gandhidham. Drawn in favour of Deendayal Port Authority c) Tender fee in form of Digital mode of payment. Drawn in favour of Deendayal Port Authority d) As indicated in clause 1.4 of section 1 – Instructions to bidders. e) Integrity pact agreement as per NIT.
Officer- Inviting Bids	:	EXECUTIVE ENGINEER (C.), DEENDAYAL PORT AUTHORITY
Bid Opening Authority	:	EXECUTIVE ENGINEER (C.), DEENDAYAL PORT AUTHORITY

Address	:	**EXECUTIVE ENGINEER (C), DEENDAYAL PORT AUTHORITY, Ground Floor, Room No 113, A. O. Building, Gandhidham-370201, KUTCH DISTRICT, GUJARAT STATE, INDIA**
Contact Details	:	**Mobile –8758659669**

EXECUTIVE ENGINEER (C),

DEENDAYAL PORT AUTHORITY

Note :

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

(n) code Solutions–A division of GNFCL td., (n)Procure Cell,
403, GNFC Infotower, S.G. Road, Bodakdev, Ahmedabad–380054(Gujarat).

Contact Details:

Airtel : +91-79-40007501, 40007512, 40007516, 40007517, 40007525
BSNL : +91-79-2684511, 26854512, 26854513 (EXT: 501, 512, 516, 517, 525)
Reliance : +91-79-30181689
Fax : +91-79-26857321, 40007533
E-mail : nprocure@gnvfc.net
TOLL FREE NUMBER : 1-800-233-1010 (EXT: 501, 512, 516, 517, 525)

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

1. Information and instructions for Contractors will form part of NIT and to be uploaded on website.

2. The intending bidder must have class-III digital signature to submit the bid.

3. The Bid Document as uploaded can be viewed and downloaded free of cost by anyone including intending bidder. But the bid can only be submitted after uploading the mandatory scanned documents such as a Receipt of EMD in form of Insurance surety bond/ Bank guarantee, Tender Fee form of online Digital mode of Payment.

4. Bidders may modify or withdraw their bids before last date and time of submission of bid as notified.

5. While submitting the modified bid, contractor can revise the rate of one or more item(s) any number of times (he need not re-enter rate of all the items) but before last time and date of submission of bid as notified.

6. On opening date, the contractor can login and see the bid opening process. After opening of bids, he will receive the competitor bid sheets.

7. Contractor can upload documents in the form of JPG format and PDF format.

8. It is mandatory to upload scanned copies of all the documents including GST registration as stipulated in the bid document. If such document is not uploaded his bid will become invalid and cost of bid document shall not be refunded.

9. If the contractor is found ineligible after opening of bids, his bid shall become invalid and cost of bid document shall not be refunded.

10. If any discrepancy is noticed between the documents as uploaded at the time of submission of bid and hard copies as submitted physically by the contractor the bid shall become invalid and cost of bid document shall not be refunded.

11. Certificate of Financial Turn Over: At the time of submission of bid contractor may upload Affidavit/ Certificate from CA mentioning Financial Turnover of last 3 (three) years or for the period as specified in the bid document and further details if required may be asked from the contractor after opening of technical bids. There is no need to upload entire voluminous balance sheet.

12. Contractor must ensure to quote rate of each item. If any cell is left blank and no rate is quoted by the bidder, rate of such item shall be treated as "0" (ZERO).

13. The Draft information and instructions to Contractors may be modified suitably by NIT approving authority as per requirement.

14. All the mandatory document required/prescribed for Pre-qualification have to be enclosed by the bidder failing which his offer shall be rejected and treated as non-responsive. However, additional documents required if any for verification of the original documents shall be submitted by the bidder if required by DPA.

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

1. EMD in form of Insurance surety bond/ Bank guarantee
2. Tender Fee form of online Digital mode of Payment.
3. Integrity Pact
4. Bid Document.
5. Certificates of Work Experience of successfully completed works issued by the client.
6. Certificate of Financial Turnover from CA
7. Any other Document as specified in the Section I.
8. Affidavit as per provisions of NIT.
9. Certificate of Registration for GST and acknowledgement of up to date filed return if required.
10. Bid capacity calculations along with balance financial liability of works in hand.

SECTION -1

INSTRUCTIONS TO BIDDERS

A. GENERAL

1.1 Scope of Bid

The Executive Engineer, (C.), Deendayal Port AUTHORITY, invites bids by E- Tendering for the work of **Development of Container Terminal at Tuna-Tekra "Common Road connectivity from Take of point up to back up area" Stage-II.** detailed in the table given in NIT. The bidders shall submit on-line bids for the work detailed in the table given in NIT.

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

1.2 Source of Funds

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

1.3 Eligible bidder.

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

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

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

1.3.4. Bidders shall not be under a declaration of ineligibility for corrupt and fraudulent practices issued by the employer in accordancewithclause1.36.

1.4 Eligibility Criteria

1.4.1. **a**. Experience of similar works executed during the last seven years, and details like monetary value, clients, and proof of satisfactory completion.

b. Documentary evidence of adequate financial standing and proof from client for satisfactory completion of works.

c. Solvency (Deleted). **(Refer Section 5)**

d. Equipment requirement/schedule. **(Refer Section 5)**

e. Managerial/Manpower requirement. **(Refer Section 5)**

f. Project Planning and Quality Control procedure to be adopted. **(Refer Section 5)**

g. Information regarding projects in hand, current litigation, orders regarding exclusion, expulsion or blacklisting, if any.

h. Trained & Certified workmen proposed to be employed at the work site of the project. The Contractor must undertake to employ of certified worker to the extent of 20% of total strength. Valid certificates by a recognized University, technical Board, or Ministry of Government of India would only be taken cognizance of. **(Refer Section 5)**

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

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

b. Total monetary value of construction work performed for each of the last five years.

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

d. Major items of construction equipment proposed to carry out to the contract. **(Refer Section** 5)

e. Qualifications and experience of key technical site management and technical personal proposed for the contract **(Refer Section 5)**

f. Reports on the financial standing of the Bidder, such as profit and loss statements and auditor's reports for the past five years.

g. Evidence of adequacy of working capital for this contract (access to line(s) of credit and availability of other financial resources).

h. Authority to seek references from the Bidder's bankers.

i. Information regarding any litigation, current or during the last five years, in which the Bidder is involved, the parties concerned, and disputed amount**. (Refer Section 5)**

j. Proposal for subcontracting components of the works amounting to more than 10 percent of the Bid Price (for each qualification should attached); and **(Refer Section 5)**

k. The methodology and program of construction, backed with equipment planning and deployment, duly supported with broad calculations and quality control procedures and completion of the work as per technical specifications within the stipulated period of completion as per milestones.

l. PAN, Registration with Good & Service Tax (GST), Provident Fund Authorities, etc.

m. Bid security in approved form as prescribed under ClauseNo.1.16.

n. Integrity pact

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

i. Average annual financial turnover during the last three years ending 31stMarch of the previous financial year should be at least₹. 777.55Lakhs financial turnover document must be certified by a Chartered Accountant (CA) with the CA's stamp, signature, and UDIN/membership number. Additionally, all necessary documents for the verification of turnover must be provided. Failure to comply with these requirements bid will be treated as non-responsive)..

ii. Experience of having successfully completed similar works during last 7 years ending

last day of month previous to the one in which applications are invited should be either of the following.

a. Three similar completed works, each work costing not less than the₹. 1036.74Lakhs (excluding GST)..

or

b. Two similar completed works, each work costing not less than the₹. 1295.92Lakhs. (excluding GST).

or

c. One similar completed work, costing not less than the₹. 2073.48Lakhs. (excluding GST).

iii. **"Similar Works"** mean Tenderer should have completed any type of Construction / Maintenance (separately or combined) of Road/Yard/ Parking with base coarse i.e G.S. B , W.M.M & Bituminous paved work, successfully in that particular contract during last 7 years ending last day of month previous to the one in which applications are invited.

iv. Work experience completed in Private Organisation: If the Bidder completed the works in private organization as stipulated in Minimum Qualification Criteria (work experience) shall be considered only, if TDS certificates with respect to referred work issued by Competent Authority needs to be enclosed by the tenderer along with the BID. The Bidder has also submit the certificate issued by their CA stating that the amount shown in TDS certificate has been received with respect to work experience submitted by Bidder as stipulated in Minimum qualification

Criteria (The CA certified document should have CA's stamp, signature and UDIN no. for verification, failing which the bid will be treated as non-responsive).

v. **Work experience completed as a Sub-Contractor:** In case the Bidder has carried out work experience as a subcontractor, the following conditions must be met:

a) The subcontract experience shall be considered for qualification only, if the work was carried out for Govt./ Autonomous Body working under GoI/Semi Govt., or Public Limited companies. The Bidder must submit the subcontract permission issued by the respective work authority prior to the execution of the work. It is mandatory to upload the subcontract permission online along with the bid. If the subcontract permission is not authenticated, the respective bidder will be considered non-responsive.

b) The completion certificate/Form-3A issued/authenticated by the concerned Government, Semi-Government, or Public Limited companies must be uploaded along with the bid submission.

c) The decision taken by DPA with regard to Sub-contract work experience shall be final and binding to bidder

vi. If Bidder is a MSE Organisation: In case of Micro and Small Enterprise (MSEs) holding valid certificate issued by any agencies/organization under the Ministry of Micro, Small and Medium Enterprises indicating the list of activity related to the subject tender shall become eligible for exemption from payment of Tender fee/EMD UTR Number. Such bidder shall upload in technical bid stage a scanned copy of valid certificate in technical bid stage.

As well as duly filled in and signed "Bid Securing Declaration" as per format provided in the tender document failing which the bid shall be treated as non-responsive. Bid securing declaration form is attached at Section-II.

NIC codes regarding related activity are mentioned below:

Level	Description
Section F	Construction
Division 42	Civil Engineering
Group 421	Construction roads and railways
Class 4210	Construction roads and railways
Sub-class 42101	Construction and maintenance of motorways, streets, roads, other vehicular and pedestrian ways, highways, bridges, tunnels and subways

vii. In addition to above, the criteria regarding satisfactory performance of the work,

Personnel, establishment, plant, equipment, etc. may be incorporated according to the requirement of the project **(Refer Section 5)**

viii. In case of JV to qualify experience in similar works, merging of work order value executed by two or more 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.

(a) Lead partner should have executed at least one similar work costing Rs. 1036.74Lakhs(Excluding GST). as per Minimum Eligibility Criteria.

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

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

1.4.4. To qualify for a package of contracts made up of this and other contracts for which bids are invited in the NIT, the bidder must demonstrate having experience and resources sufficient to meet the aggregate of the qualifying criteria for the individual contracts. **(Refer Section 5)**

1.4.5. Sub-contractors' experience and resources shall not be taken into account in determining the bidder's compliance with the qualifying criteria. Except to the extent state in 4.4 above. **(Refer Section 5)**

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

Available Bid Capacity = A x M x N - B, where

"A" = Maximum value of engineering 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 the current price level) of the existing commitments and ongoing works to be completed in the next "N" years.

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

Financial Year	**2024-25**	**2023-24**	**2022-23**	**2021-22**	**2020-21**
Index	**154.9**	**151.4**	**152.5**	**139.4**	**123.4**
Multiplying factor	**1.00**	**1.02**	**1.02**	**1.11**	**1.26**

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

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

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

1.4.8 The accompaniments to the tender documents as described under Clause 1.4.2 shall be Scanned and submitted On- Line along with Tender documents. However, the originals/ attested hard copies shall have to be forwarded subsequently so as to reach the office of Executive Engineer (C.) within 7days of opening of the tenders.

The envelope shall be addressed to:

The Executive Engineer (C.),
Construction Division,
Room No.113, Ground Floor,
Annexe, AO Building.
Deendayal Port Authority
Gandhidham, Kutch District Gujarat-State, INDIA

And submitted on https://tender.nprocure.com
Bear the following identification:

Accompaniments for " Development of Container Terminal at Tuna-Tekra "Common Road connectivity from Take of point up to back up area" Stage-II (5 years Maintenance period)"

Bid reference No Name
and address of the bidder.

_____

_____

1.5 One Bid per Bidder

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

1.5.2 Joint Venture **(Refer Section 5)**

Companies/Contractors may jointly undertake contract/contracts. The number of partners in JV/Consortium shall be limited to maximum of three. Each entity would be jointly and 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.

Note: JVs/ Consortia be allowed in all contracts of estimated cost of more than Rs. 5 Crores. However, there shall be no limit on the number of partners.

1.6 Cost of Bidding

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

1.7 Site Visit

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

B. Bidding Documents

1.8 Content of Bidding Documents

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

- DC1 : Bid Reference
- NIT : Invitation for Bids
- SECTION1 : Instruction to Bidders
- SECTION2 : Forms of Bid, Qualification Information
- SECTION3 : Conditions of Contract
- SECTION4 : Contract Data
- SECTION5 : Specifications and Special Conditions
- SECTION6 : Drawing
- SECTION7 : Bill of Quantities
- SECTION8 : Forms of Securities

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

1.8.2.1 NIL.

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

1.9 Clarifications of the Bidding Documents

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

1.9.2 Pre – bid meeting (Refer Section 5)

1.9.2.1 The bidder or his official representative is invited to attend a pre-bid meeting, which

will take place N.A. @__Hrs. at Board Room, A.O. Building, Deendayal Port authority, Gandhidham - Kutch, Gujarat.

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

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

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

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

1.10. Amendment of Bidding Documents

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

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

1.10.3 To give prospective bidders reasonable time in which to take an addendum into account in preparing their bids, the Employer shall extend as necessary the deadline for submission of bids, in accordance with Sub- Clause 1.20.2 below.

C. Preparation of Bid

1.11 Language of the Bid

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

1.12 Documents comprising the Bid

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

A) Technical Bid

i) Bid Security .

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

B) Financial Bid

i) Bill of Quantity dully filled and digitally signed by the Bidder.

1.13 Bid Prices

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

1.13.2 The bidder shall fill in rates and prices for all items of the Works described in the Bill of Quantities. Items for which no rate or price is entered by the bidder will not be paid for by the Employer when executed and shall be deemed covered by the other rates and prices in the Bill of Quantities.

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

1.13.4 The rates and prices quoted by the bidder are subject to adjustment during the performance of the contract. [In accordance with the provisions of clause 3.47 of the conditions of contract.] **(Refer Section 5)**

1.14 Currencies of Bid and payment

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

1.15 Bid Validity

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

1.15.2 In exceptional circumstances, prior to expiry of the original time limit, the Employer may request that the bidders may extend the period of bid validity for a specified additional period. The request and the bidders' responses shall be made in writing or by cable. A bidder may refuse the request without forfeiting his bid security. A bidder agreeing to the request will not be permitted to modify his bid and also shall submit an extension for EMD, if is in the form of Bank Guarantee.

1.16 Bid Security (Earnest Money Deposit -EMD)

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

B. The EMD up to Rs. 5 lakhs to submitted in the Digital mode of Payment at Bank of Baroda, Gandhidham Account No. 10080100022427 IFSC code. BARB0GANKUT, EMD beyond Rs.5 lakhs be payable in the form of Bank Guarantee for the entire amount from any Nationalized Bank / Scheduled Bank except cooperative bank' having its branch at Gandhidham (Kutch). Bank Guarantees submitted as Earnest Money shall be valid for 28 days beyond the validity of the bid. Bank Guarantee shall be verified independently by the Port with the bank before finalization of technical offer. In the event of lack of confirmation of issue of the Bank Guarantee by the Bank, the bid shall stand disqualified.

C. Insurance Surety Bond shall also be acceptable for EMD, to be submitted as per format

attached as Form-23 A.

D. In case of Micro and Small Enterprises (MSEs) holding valid certificate issued by any agencies/ organization under The Ministry of Micro, Small and Medium Enterprises indicating the list of activity related to the subject tender as per National Industrial Classification-2008 mentioned in the table below only shall become eligible for exemption from payment of Tender Fee/EMD. Such bidder shall upload the scanned copy of valid certificate in technical bid stage" Such bidder shall upload in technical bid a scanned copy of valid certificate as well as duly filled and signed "**Bid Security Declaration"** as per format provided in the tender document failing which the bid shall be considered non- responsive. Bid security declaration format available in the tender document

NIC codes regarding related activity are mentioned below:

LEVEL	DESCRIPTION
Section - F	Construction
Division - 42	Civil Engineering
Group - 421	Construction of roads and railways
Class - 4210	Construction roads and railways
Sub Class - 42101	Construction and maintenance of motorways, streets, roads, other vehicular and pedestrian ways, highways, bridges, tunnels and subways

E. ~~EMD of unsuccessful bidders other than L1 and L2 is refunded immediately after ranking of price bids. Earnest money of L2 is refunded immediately after entering into agreement with L1 and acceptance of performance Guarantee from L1~~.EMD of bidders except L1 bidder shall be refunded immediately after issuance of LOA.

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

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

H. **Forfeiture of Earnest Money**

The Bid security (Earnest Money) may be forfeited, if

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

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

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

1.17 Alternative proposals by bidders

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

1.18 Format and signing of bid

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

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

D Submission of bids

1.19 Sealing and marking of bids.

1.19.1 The bidder shall put Bid security document as per clause No.1.16, hereof in one envelope and properly seal and mark as "Bid Security". The bidder shall put documents mentioned in clause No: 1.12.1.A (ii) in separate envelope and properly seal and mark as "Technical Bid". (**Refer Section 5)** These envelopes than be put inside one outer envelope and sealed, duly marking the outer envelope as "Technical Bid and Bid Security".

The bidder shall submit "Financial Bid" as per Clause No.12.1. (B) online only, no hard copy shall be submitted by bidder in separate.

1.19.2 The envelopes shall

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

The Executive Engineer(C.),
Construction Division,
Room No.113, Ground Floor,
Annexe , AO Building.
Deendayal Port Authority
Gandhidham, Kutch District Gujarat-State, INDIA

(b) bear the following identification:

Bid for …… (Name of contract)

Bid reference no…… (Insert number)

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

Name and address of the bidder.

The tender complete in all respect should be put in the tender box (marked tender No_____) in the office of _____up to_____p.m. on due date and open at _____on the same date in presence of such of the tenderers who may wish to be present.

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

1.20 Deadline for submission of the Bids

1.20.1 Bids must be received by the Employer in On-Line System at website https://tender.nprocure.com not later than 16:00 hrs. on ---/ / 2025 in the event of the specified date for the submission of bids being declared a holiday by the Employer, the Bids

will be received up to the appointed time on the next working day.

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

1.20.3 In case of tender document being downloaded from the web site, at the time of submission of (the hard copy of) the tender document. The tenderer shall give an undertaking that no change has been made in document. He shall be issued a printed set of document under acknowledgment with a condition that the printed version of the port tender document will be treated as authentic tender and if any discrepancy is noticed at any stage between the Port's tender document and the one submitted by the tenderer, the conditions mentioned in the Port's printed document shall prevail. Besides, the tenderer shall be liable for legal action for the lapses.

1.21 Late Bids

1.21.1 Any bid received by the Employer after the deadline prescribed in Clause 1.20 will be considered as non-responsive.

1.22 Modification and Withdrawal of Bids

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

1.22.2 The bidder may finally submit the modified copy to the employer within 07 days of opening of the online tender. **(Refer Section 5)**

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

1.22.4 Withdrawal or modification of a Bid between the deadline for submission of bids and the expiration of the original period of bid validity in Clause 1.15.1 above or as extended pursuant to Clause 1.15.2 may result in the forfeiture of the Bid security pursuant to Clause1.16.

1.22.5 Bidders may only offer discount to or otherwise modify the prices of their bids by submitting bid modifications in accordance with this clause or included in the original bid submission. **(Refer Section 5)**

E. BID OPENING AND EVALUATION

1.23 Bid opening

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

1.23.2 Envelopes marked "WITHDRAWAL" shall be opened and read out first. Bids for which an acceptable notice of withdrawal has been submitted pursuant to Clause 1.22 shall not be opened. Bidder's name, withdrawals, modifications of technical bid, the presence of

bid security and such other details, as the Employer may consider appropriate will be announced by the Employer at the opening.

Bidder's name, withdrawals, modifications of technical bid, the presence of bid security and such other details, as the Employer may consider appropriate will be announced by the Employer at the opening. **(Refer Section 5).**

1.23.3 If all Bidders have submitted unconditional Bids together with requisite bid security, then all bidders will be so informed then and there. If any Bid contains any deviation from the Bids documents and/or if the same does not contain Bid security in the manner prescribed in the Bid documents, then that Bid will be rejected, and the Bidder informed accordingly. The sealed financial bid containing priced BOQ will be returned to him without opening. All valid financial bids whose technical bids have been determined to be substantially responsive in accordance with Clause 1.26 hereof, shall be opened on the specified date from declaring the results of the Technical Bid, in presence of the bidders or their representatives who choose to attend. The Bidder's name, the Bid prices, the total amount of each Bid and of any alternative Bid (if alternatives have been requested or permitted), any discounts, Bid modifications and withdrawals, and such other details as the Employer at the opening. Any bid price, discount, or alternative Bid price which is not read out and recorded at Bid opening, will not be taken into account in Bid evaluation. **(Refer Section 5)**

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

1.24 Process to be confidential.

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

1.25 Clarification of Bids

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

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

may be modified after the deadline for submission of bids.

1.26 Examination of Bids and Determination of Responsiveness

1.26.1 Prior to detailed evaluation of Bids, the Employer will determine whether each Bid

(a) meets the eligibility criteria defined in Clause 1.4

(b) has been properly signed by an authorized signatory (accredited representative) holding power of Attorney in his favor. The Power of Attorney shall inter alia include a provision to bind the Bidder to settlement of disputes clause;

(c) is accompanied by the required Bid security and;

(d) is responsive to the requirements of the Bidding documents

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

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

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

1.27 Correction of Errors.

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

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

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

1.27.2 The amount stated in the Bid will be adjusted by the Employer in accordance with the above procedure for the correction of errors and, with the concurrence of the Bidder, shall be considered as binding upon the bidder. If the Bidder does not accept the corrected amount the Bid will be rejected, and the Bid security may be forfeited in accordance with sub-Clause.16. F.(b). **(Refer Section 5)**

1.28 NIL

1.29 Evaluation and Comparison of Bids

1.29.1 The Employer will evaluate and compare only the bids determined to be responsive in accordance with Clause1.26.

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

(a) Making any correction for errors pursuant toClause1.27;

(b) Making appropriate adjustments to reflect discounts or other price modification offered in accordance with Sub Clause1.22.5

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

1.29.4 If the Bid of the successful Bidder is seriously unbalanced in relation to the Nodal Officer or his nominee's estimate of the cost of work to be performed under the contract, the Employer may require the Bidder to produce detailed price analyses for any or all items of the Bill of Quantities, to demonstrate the internal consistency of those prices with the implementation/construction methods and schedule proposed.

1.30 Nill

F. AWARD OF CONTRACT

1.31 Award Criteria

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

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

Not with standing clause 1.31, the Employer reserve the right to accept or reject any bid and to cancel the bidding process and reject all bids, at any time prior to the award of contract, without thereby incurring any liability to the affected bidder or bidders of the grounds for Employer's action.

1.33 Notification of Award and Signing of Agreement

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

1.33.2 The notification of award will constitute the formation of the Contract subject only to the furnishing of a performance security in accordance with the provision of Clause1.34.

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

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

1.34 Performance Security

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

Security Deposit shall be 10% of Contract price of which 5% of contract price should be submitted as Bank Guarantee/FDR/through Digital mode of payment/ Insurance Surety Bond as per terms and conditions and format at 8-A, within 21 days of receipt of Letter of Acceptance and balance 5% recovered as Retention Money from Running Bills of construction period and maintenance period. Recovery of 5% of Retention Money to commence from the first bill onwards @ 5% of bill value from each bill. Retention Money recovered from Running Bills of construction period shall be refunded within 14 days from the date of payment of final bill after completion of construction period (part I). And Retention Money recovered from Running Bills of maintenance period shall be refunded within 14 days from the date of payment of final bill after completion of maintenance period (part II). Balance SD to be refunded immediately not later than 14 days from completion of whole work i.e construction period and maintenance period. (Subject to fulfillment of clause no **5.21**).

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.

The performance guarantee submitted in the form of Bank Guarantee/FDR/Insurance Surety bond should be valid for period of 60 days beyond the date of all contractual obligations of the contractor, including Defect liability period.

Insurance Surety Bond shall also be acceptable for Performance security, to be

submitted as per format attached as Form-8 A.

1.35 Advance Payment (Refer Section 5)

135.1 The Employer will provide an Advance payment on the Contract Price as stipulated in the Conditions of Contract, subject to maximum amount, as stated in the ContractClause3.51.

1.36 Conciliator (Refer Section 5)

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

1.37 Corrupt or Fraudulent Practices

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

(a) Defines, for the purpose of these provisions, the terms set forth below as follows:

- "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

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

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

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

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

1.37.3 The payment to the workers deployed by the Contractor should be paid through their respective bank account only. The contractor has to submit the bills along with documentary proof for payments made to the labour through the bank

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

SECTION: 2

FORMS OF BID, QUALIFICATION INFORMATION

TABLE OF FORMS

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

SPECIMEN FOR FORM OF BID

(To be executed on bidder's letter head)

Date of Tender Submission _____ Tender No_____

Name of Work:- Development of Container Terminal at Tuna-Tekra "Common Road connectivity from Take of point up to back up area" Stage-II .

To

THE EXECUTIVE ENGINEER (C),
DEENDAYAL PORT AUTHORITY,
ROOM NO.113, GROUND FLOOR,
AO BUILDING, GANDHIDHAM
KUTCH-370201.

We, the undersigned, declare that:

a. we have examined and have no reservations to the tender documents, including addenda and clarifications issued

b. we offer to execute the work in conformity with the tendering documents and in accordance with the delivery schedules specified in the schedule of requirements in accordance with the tender document

c. The total price of our tender, excluding any discounts offered in item(d) below, is [insert the total tender price in words and figures, indicating the various amounts and the respective currencies]; [in case of techno-commercial offer it shall be mentioned that 'as filled in the price bid'] **(Refer Section 5)**

d. The discounts offered and the methodology for their application are: **Discounts.** if our tender is accepted, the following discounts shall apply. **Methodology of application of the discounts.** The discounts shall be applied using the following method**:(Refer Section 5)**

e. our tender shall be valid for the period of time specified in **[ITB Sub-clause 1.15.1],** from the date fixed for the tender submission deadline in accordance with **[ITB Sub- clause 1.20.1]**, and it shall remain binding upon us and may be accepted at any time before the expiration of that period or any extended period accordance with **[ITB Sub-clause1.15.2];**

f. If our tender is accepted, we commit to submit a performance guarantee in accordance with [insert relevant clause no., ITB Sub-clause 1.33] for the due performance of the contract, as specified in specimen form for the purpose.

g. We, including any subcontractors or contractors for any part of the contract, **(Refer Section 5)**

h. We have no conflict of interest in accordance with **[ITB Sub-clauseno1.3.2].**

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

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

as per specimen from the purpose.

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

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

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

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

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

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

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

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

Dated on_____day of_____,_____(insert date of signin

CONTRACTOR'S BID

Description of the works: - **Development of Container Terminal at Tuna-Tekra "Common Road connectivity from Take of point up to back up area" Stage-II.**

To _____(The Employer)

Address _____

Sir,

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

_____(in letters)

The advance payment required / not required as per rule.

We accept the appointment of _____as the conciliator.
(OR)
We do not accept the appointment of _____as the

Conciliator and propose instead that _____be appointed as

Conciliator whose daily fees and biographical data are attached.

(**Not Applicable please refer Section-5)**

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

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

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

Yours faithfully,

Authorized Signature:

Name& title of signatory

Name of Bidder

Address

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

Pre-Qualification of bidders

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

1. Only for individual bidders

Constitution or legal status of bidder (attach copy)

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

2. Turnover of the firm/JV

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

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

Bidders are required to submit financial turnover document issued by CA with CA's stamp, signature and UDIN no. along with relevant document for verification of turnover failing which the bid will be treated as non-responsive.

3. Similar works

Particulars	Year	No. of works	Value
Total value completed similar work as defined in the tender document during last 7 years	2018-19		
	2019-20		
	2020-21		
	2021-22		
	2022-23		
	2023-24		
	2024-25		

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

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

(A) Existing commitments and on-going works.

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

(B) Works for which bids already submitted

Sr No	Name of Client	Name of work	Work order no and date	Schedule priod of completon	Contract value	Remaing vale of work	ss	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
1	2	3	4	5	6	7	8	9

.

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

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

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

6. Qualification and experience of key personnel proposed for administration and execution of the contract. Attach biographical data. Refer also to sub. clause 1.4.2(e) of instructions to bidders and sub. Clause 3.9.1 of the condition of contract.

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

7. Proposed sub-contracts and firms involved. **(Refer Section 5)**

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

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

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

9. Additional information bidder may like to submit.

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

Dated on_____day of_____[insert date of signing]

LETTER OF ACCEPTANCE

(On letterhead paper of the port)

(date)

TO:_____
(Name and address of the contractor)

Dear Sirs,

Tender No. 03-C/2024

Sub :-Development of Container Terminal at Tuna-Tekra "Common Road connectivity from Take of point up to back up area" Stage-II.

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

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

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

Detailed letter of acceptance will follow.

Please acknowledge receipt.

Yours faithfully

Authorized signature

DEENDAYAL PORT AUTHORTY

ISSUE OF NOTICE TO PROCEED WITH THE WORKS

(Letterhead of the Port)

_____dated

To
(Name and address of the contractors) Dear

Sirs,

Sub.: Tender for Development of Container Terminal at Tuna-Tekra "Common Road connectivity from Take of point up to back up area" Stage-II .

Ref: Letter of acceptance no. dated

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

Yours faithfully,

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

SPECIMEN CONTRACT AGREEMENT

To be execute on Non-Judicial Stamp paper of appropriate value]
[the successful tenders shall fill in this form in Accordance with the instructions indicated]

THIS CONTRACT AGREEMENT is made

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

AGREEMENT

This agreement made this _____day of _____between the Board of the Port of Deendayal Port Authority, a body corporate under Major Port Authorities Act, 2021, having which Administrative Office building at Gandhidham (Kutch). (Herein after called the "Board" which expression shall unless excluded repugnant to the context, be deemed to include their successors in office) of the one part and _____(herein after called the "CONTRACTOR" which expression shall unless excluded by or repugnant to the context be deemed to include his heirs, Executors, Administrators, Representatives and assigns or successors in office) of the other part.

WHEARS the Board is desirous of carrying out the work of _____ _____ ___" and whereas the Contractor has offered to execute and complete such works at a total cost of ₹_____

AND WHEREAS the contractor has agreed to if any arbitration award shall be referred to Conciliation Committee / Council comprising of independent subject expert. The award by the Conciliation Committee / Councils shall be placed before the Board of Deendayal Port Authority for consideration if agreed by both the party.

AND WHEREAS the contractor has agreed to deposit the Performance Security Deposit as follows for due fulfilment of all the conditions of the contract: ₹_____paid in the form of Bank Guarantee/FDR/Insurance Surety Bond/Digital mode towards 5% of Contract value as Performance Guarantee and balance 5% to be recovered from running bills.

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS

1. In this agreement words and expressions shall have the same meaning as are respectively assigned to them in the conditions of contract hereafter referred to.
2. The following shall be deemed to form and be read and construed as part of this agreement relating to the said work, viz.
   a. Notice Inviting Tender (Page No. _____to _____)
   b. The tender submitted by the contractor including Schedule "A" and "B". (page No. _____to _____)
   c. General Rules and direction for the guidance of the tender (Page No. _____to _____)
   d. General and Special Conditions of the Contract. (Page No. _____to _____)
   e. The schedule of items of work with quantities and rates. (Page No. _____to _____)
   f. Correspondence exchanged before the issue of letter of acceptance by which the conditions of contract are amended, varied of modified in any way by manual consent (to be enumerated). (Page No. _____to _____)
   g. Work Order No. _____issued vide letter No. _____(Page No. _____to _____)
3. The Contractor hereby covenants with the Board to complete and maintain the said works to the satisfaction of the Board in conformity in all respects, with the provision of the said contract.
4. The Board hereby covenants to pay the Contractor in consideration of such work "the contract price" at the time and in the manner prescribed by the said Contract.

IN WITNESS WHEREOF the parties hereunto have set their hands and seals the day and year first above written signed and sealed by the Contractor in the presence of :

M/s. _____

_____

_____

(Name, signature Designation and
Seal of the Contractor)

WITNESS

1. ----------
   ----
2. ---------- Contractor

Signed, sealed & delivered
By Chief Engineer on
behalf of the Board in the Chief Engineer
Presence of : Deendayal Port Authority

FOR & ON BEHALF OF THE
BOARD OF DEENDAYAL PORT AUTHORITY

Witness: (Name, Signature, address)

1.----------

2.----------

(Dy. HOD & XEN)
The common seal of the
Board of Deendayal Port Authority affixed in
the presence of :

SECRETARY
DEENDAYAL PORT AUTHORITY

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

(1) The Employer / Authority Person of Employer shall sign the IP in the presence of witness from their side, who shall also affix his/her signature thereof and then the same IP shall be uploaded by them on n-procure portal;

(2) 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 dully filled and signed IP Agreement on n-procure portal.

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

SECTION 3

CONDITIONS OF CONTRACT

CONDITION OF CONTRACT

A. General

3.1 Definitions

3.1.1 Terms which are defined in the Contact Data are not also defined in the Conditions of Contract but keep their defined meanings capital initials are used to identify defined terms.
The Conciliator is the person appointed jointly by the Employer and the contractor to resolve disputes in the first instance as provided for in Clauses 24 and 25. The name of the Adjudicator is defined in the Contract Data. (Not Applicable please refer Section-5).

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

Compensation Events are those defined in Clause 3.44

The Completion Date is the date of Completion of the Works as certified by the Nodal Officer or his nominee in accordance with Sub Clause3.55.1

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

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

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

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

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

Days are calendar days, months are calendar months.

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

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

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

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

the Contractor, Administering the Contract, certifying payments due to the Contractor, issuing and valuing Variations to the contract, awarding extensions of time and valuing the Compensation Events.

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

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

The Intended Completion Date is the date on which it is intended that the Contractor shall complete the works. The Intended Completion Date is specified in the Contract Data.

The Intended Completion Date may be revised only by the Nodal Officer or his nominee by issuing an extension of time.

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

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

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

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

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

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

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

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

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

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

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

Chairman means the Chairman of the Board of Deendayal Port Authority.

"Engineer-in-Charge" means the Chief Engineer of the Deendayal Port Authority.

3.2 Interpretation

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

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

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

a. Agreement

b. Letter of Acceptance and notice to proceed with Works Contractor's Bid.

c. Contract Data

d. Conditions of Contract including Special Conditions of Contract

e. Specifications

f. Drawings

g. Bill of quantities

h. Any other documents listed in the Contract Data as forming part of the Contract.

3.3 Language and Law

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

3.4 Nodal Officer or his nominee's Decisions

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

3.5 Delegation

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

3.6 Communications

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

3.7 Joint Venture (Refer Section 5)

Companies/Contractors may jointly undertake contract/contracts. The number of partners in JV/Consortium shall be limited to maximum of three. Each entity would be jointly and severely responsible for completing thetask 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 tojointly meet the eligibility criteria.

Note: JVs/Consortia are allowed in all contracts of estimated cost of more than ₹5 crores. However, there shall be no limit on the number of partners.

3.8 Sub-contracting (Refer Section 5)

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

3.8.2 Other Contractor

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

3.9 Personnel

3.9.1 The contractor shall employ the key personnel named in the schedule of key personnel as referred to in the contract Data to carry out the functions stated in the schedule or other

personnel approved by the Nodal officer or his nominee. The Nodal Officer or his nominee will approve any proposed replacement of key personnel only if their qualifications, abilities, and relevant experience are substantially equal or better than those of the personnel listed in the schedule.

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

3.10 Employer's and Contractor's Risks

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

3.11 Employers Risks

3.11.1 The Employers risks are

(a) In so far as they directly affect the execution of the Works in the country where the Permanent Works are to be executed:

(i) War and hostilities (whether war be declared or not), invasion, act of foreign enemies:

(ii) Rebellion, revolution, insurrection, or military or usurped power, or civil war,

(iii) Ionizing radiations, or contamination by radioactivity from any nuclear fuel, or from any nuclear waste, from the combustion of nuclear fuel, radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof:

(iv) Pressurewavescausedbyaircraftorotheraerialdevicestravelingatsonicor supersonic speeds; and

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

(vi) floods, tornadoes, earthquakes and landslides

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

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

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

(i) could not have reasonably foreseen, or

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

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

B. Insure against.

3.12 Contractor's risks

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

3.13 Insurance

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

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

(b) Loss of or damage to Equipment;

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

(d) Personal injury of death.

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

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

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

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

3.14. Site Investigation Reports

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

3.15. Queries about the Contract Data.

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

3.16. Contractor to Construct the Works.

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

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

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

3.18. Approval by the Nodal Officer or his nominee.

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

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

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

3.19. NIL

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

3.20. Safety

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

3.20 Discoveries.

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

3.21 Possession of the Site. (Refer Section 5)

3.21.1 The Employer shall give possession of *all parts* of the Site to the Contractor, free from encumbrances. If possession of a part is not given by the date stated in the Contract Data, the Employer is deemed to have delayed the start of the relevant activities and this will be a Compensation Event. **(Refer Section 5)**

3.22. Access to the Site

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

3.23. Instructions

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

3.24. Disputes (Refer Section 5)

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

Officer or his nominee's decision. **(Refer Section 5)**

3.25. Settlement of Disputes (Refer Section 5)

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

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

3.25.2. Decision by Conciliator (Refer Section 5)

(i) The Conciliator shall give a decision in writing within 28 days of receipt of a notification of a dispute.

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

3.25.3 Arbitration (Refer Section 5)

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

(i) A dispute with Dispute review expert shall be finally settled by arbitration in accordance with the Indian Arbitration and Conciliation Act, 1996, or any statutory amendment thereof. The arbitral tribunal shall consist of 3 arbitrators, one each to be appointed by the Employer and the Contractor, and the third to be appointed by the mutual consent of both the arbitrators, falling which by making a reference to CIDC-SIAC Arbitration Centre from their panel.

(ii) Neither party shall be limited in the proceeding before such arbitrations to the evidence or arguments already put before the Nodal Officer or his nominee or the Board, as the case may be, for the purpose of obtaining said recommendations/decision. No such recommendations/decision shall disqualify the Nodal Officer or his nominee or any of the members of the Board, as the case may be, from being called as a witness and giving evidence before the arbitrators or any matter whatsoever relevant to the dispute.

(iii) The reference to arbitration shall proceed notwithstanding that the works shall not then be or be alleged to be complete, provided always that the

obligations of the Employer, the Nodal Officer or his nominee and the Contractor shall not be altered by reason of the arbitration being conducted during the progress of the works. Neither party shall be entitled to suspend the works to which the dispute relates, and payment to the contractor shall be continued to be made as provided by the contract.

(iv) If one of the parties fails to appoint its arbitrator in pursuance of sub-clause [i], within 14 days after receipt of the notice of the appointment of its arbitrator by the other party, then chairman of the nominated Institution shall appoint arbitrator within 14 days of the receipt of the request by the nominated institution. A certified copy of the chairman's order, making such an appointment shall be furnished to both the parties.

(v) Arbitration proceedings shall be held at, and the language of the arbitration proceeding and that of all documents and communications between the parties shall be 'English'

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

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

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

3.26. Replacement of Conciliator (Refer Section 5)

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

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

B. TIMECONTROL

3.27 Program

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

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

3.27.3. The contractor shall submit to the Nodal Officer or his nominees, for approval an updated program at intervals no longer than the period stated in the contract data. If the contractor does not submit an updates program within this period, the Nodal Officer or his nominee may withhold the amount stated in the contract

data from the next payment certificate and continue to withhold this amount until the next payment after the date on which the overdue program has been submitted.

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

3.28 Extension of the intended completion date.

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

The nodal officer or his nominee shall decide whether and by how much to extend the intended completion date within 21 days of the contractor asking the Nodal Officer or his nominee for decision up on the effect of a compensation event or variation and submitting full supporting information. If the contractor has failed to give early warning of a delay or has failed to cooperate in assessing the new intended completion date.

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

3.30 Delays Ordered by the Nodal Officer or his nominee.

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

3.31 Management Meeting.

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

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

3.32 Early warning

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

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

any resulting instruction of the Nodal Officer or his nominee.

3.32.3 The Defect Liability period for the contract shall be **12 months,** from the date of issue of completion certificate per construction period (part I).

C. QUALITY CONTROL

3.33 Identify Defects

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

3.34 Tests

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

3.35 Correction of Defects

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

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

3.36 Uncorrected Defects

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

D. COST CONTROL

3.37 Bill of Quantities

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

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

3.38 Changes in the Quantities

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

3.38.2 The Nodal Officer or his nominee shall not adjust rates from changes in quantities if

thereby the initial Contract Price is exceeded by more than 15 percent except with prior approval of the Employer.

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

3.39 Variations.

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

3.40 Payment for Variations.

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

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

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

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

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

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

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

3.41 Cash flow forecasts.

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

3.42 Payment Certificates.

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

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

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

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

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

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

3.43. Payments.

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

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

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

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

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

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

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

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

3.44. Compensation Events (Refer Section 5)

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

(a) The Employer does not give access to a part of the Site by the site. Possession Date stated in the Contract Date.

(b) The Employer modifies the schedule of other contractors in a way which affects the work of the contractor under the contract.

(c) The Nodal Officer or his nominee orders a delay or does not issue drawings, specifications or instructions required for execution of works on time.

(d) The Nodal Officer or his nominee instructs the Contractor to uncover to carry out additional tests work which is then found to have no Defects.

(e) The Nodal Officer or his nominee unreasonably does not approve for a subcontract to be let.

(f) Ground conditions are substantially more adverse than could reasonably have been assumed before issuance of letter of Acceptance from the information issued to Bidders (including the Site Investigation Reports), from information available publicly and form a visual inspection of the site.

(g) The Nodal Officer or his nominee gives an instruction for dealing with an unforeseen condition, caused by the Employer, or additional work required for safety or other reasons.

(h) Other contractors, public authorities, utilities or the Employer does not work within the dates and other constraints stated in the Contract that cause delay or extra cost to the Contractor.

(i) The advance payment is delayed.

(j) The effect on the Contractor of any of the Employer's Risks.

(k) The Nodal Officer or his nominee unreasonably delays issuing a Certificate of Completion.

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

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

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

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

3.45. Tax (Refer Section 5)

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

3.46. Currencies

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

3.47. Price Adjustment. (Refer Section 5)

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

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

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

Where,

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

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

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

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

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

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

3.47.2. NIL

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

SUBSEQUENT LEGISLATION

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

officer or his nominee and shall be added to or deducted from the contract price and the nodal officer or his nominee shall notify the contractor accordingly with a copy to the employer.

3.48. Retention

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

Retention money shall be deducted at 5%from each running bill of construction period and maintenance period. Recovery of 5% of Retention Money to commence from the first bill onwards @ 5% of bill value from each bill. Retention Money recovered from Running Bills of construction period shall be refunded within 14 days from the date of payment of final bill after completion of construction period (part I). And Retention Money recovered from Running Bills of maintenance period shall be refunded within 14 days from the date of payment of final bill after completion of maintenance period (part II).

3.49. Liquidated damages

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

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

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

(iii) The owner, if not satisfied with the progress of the contract and in the event of failure of the contractor to recoup the delays in the mutually agreed time frame, shall be entitled to terminate the contract.

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

(v) The ceiling of LD shall be 10% of the cost of work.

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

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

3.50. Incentives or Bonus (Refer Section 5)

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

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

3.51. Advance payment (Refer Section 5)

Mobilization Advance (Refer Section 5**)**

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

3.52. Performance Securities

3.53.1 Security Deposit shall consist of two parts;

a) Performance Guarantee to be submitted at award of work,
b) Retention money to be recovered from Running Bills.

Security Deposit shall be 10% of Contract price of which 5% of contract price should be submitted as Bank Guarantee/FDR/through Digital mode of payment/ Insurance Surety Bond as per terms and conditions and format at 8-A, within 21 days of receipt of Letter of Acceptance and balance 5% recovered as Retention Money from Running Bills of construction period and maintenance period. Recovery of 5% of Retention Money to commence from the first bill onwards @ 5% of bill value from each bill. Retention Money recovered from Running Bills of construction period shall be refunded within 14 days from the date of payment of final bill after completion of construction period (part I). And Retention Money recovered from Running Bills of maintenance period shall be refunded

within 14 days from the date of payment of final bill after completion of maintenance period (part II). Balance SD to be refunded immediately not later than 14 days from completion of whole work i.e construction period and maintenance period. (Subject to fulfillment of clause no **5.21**).

3.53.2 Failure of the successful Bidder to comply with the requirements of Sub-Clause 34.1 shall constitute sufficient grounds for cancellation of the award of work and forfeiture of the Bid security.

3.53.3 The documentary evidence (copy of paid challan in Government Treasury) of welfare cess @1% of work done as amended by Statutory Authority from time to time paid on final bill shall be submitted before releasing the Performance Guarantee.

3.53.4 The performance guarantee submitted in form of Bank Guarantee/FDR/Insurance Surety bond should be valid for period of 60 days beyond the date of completion of all contractual obligations of the contractor, including Defect Liability Period.
Insurance Surety Bond shall also be acceptable for Performance security, to be submitted as per format attached as Form-8 A.

3.54 NIL

3.55 **Cost of Repairs**

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

E. FINISHING THE CONTRACT.

3.56 Completion

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

3.57 Taking over

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

3.57 Final Account

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

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

3.58 Operating and Maintenance Manuals

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

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

3.59 Termination

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

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

(a) The contractor stops work for 28 days when no stoppage of work is shown on the current program and the stoppage has not been authorized by the Nodal Officer or his nominee.

(b) The Nodal Officer or his nominee instructs the contractor to delay the progress of the work and the instruction is not withdrawn within28 days.

(c) The employer or the contractor becomes bankrupt or goes into liquidation other than for a reconstruction restructure or amalgamation.

(d) A payment certified by the Nodal Officer or his nominee is not paid by the employer to the contractor within 50 days of the date of the Nodal Officer or his nominee's certificate.

(e) The Nodal Officer or his nominee gives Notice the failure to correct a particular defect is a fundamental breach of contract and the contractor fails to correct it within a reasonable period of time determined by the Nodal Officer or his nominee.

(f) The contractor does not maintain a security which is required.

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

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

(i) If the contractor has contravened clause 1.37 and clause 3.9 of condition of contract. For the purpose of this paragraph: "corrupt practice" means the offering, giving receiving or soliciting of anything of value to influence the action of public officials in the procurement process or in contract execution. "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the employer and includes collusive practice. Bidders (prior to or after bid submission) designed to establish bid prices at artificial non- competitive levels and to deprive the employer of the benefits of free and open competition".

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

3.59.4 Notwithstanding the above, the employer may terminate the contract for

convenience subject to payment of compensation to the contractor including loss of profit on uncompleted works. Loss of profit shall be calculated on the same basis as adopted for calculation of extra/additional items.

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

3.60. Payment up on Termination.

3.60.1 If the contract is terminated because of a fundamental breach of contract by the contractor, the Nodal Officer or his nominee shall issue a certificate for

the value of the work done less advance payments received upto the date of the issue of the certificate, less other recoveries due in terms of the contract, less taxes due to be deducted at source as per applicable law and less the percentage to apply to the work not completed as indicated in the contract data. Additional liquidated damage shall not apply if the total amount due to the employers exceeds any payment due to the contractor, the difference shall be payable to the employer.

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

3.61. Property

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

3.62 Release from Performance.

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

3.63 NIL

F. SPECIAL CONDITIONSOFCONTRACT

1. LABOUR

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

The Contractor shall, if required by the Nodal Officer or his nominee, deliver to the Nodal Officer or his nominee a return in detail, in such form and at such intervals as the Nodal Officer or his nominee may prescribe, showing the staff and numbers of

the several classes of labour from time to time employed by the Contractor on the Site and such other information as the Nodal Officer or his nominee may require.

2. COMPLIANCE WITH LABOUR REGULATIONS:

During continuance of the contract, the Contractor and his sub-contractors shall abide

at all times by all existing labour enactment and rules made there under, regulations, Notifications and by laws of the State or Central Government or local authority and any other labour law (including rules) regulations, bye laws that may be passed or notification that may be issued under any labour law in future either by the State or Central Government or the local authority. Salient features of some of the major labour

laws that are applicable to construction industry are given below.

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

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

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

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

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

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

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

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

(e) Contract Labour (Regulation & Abolition) Act 1970:- The Act provides for certain welfare measures to be provided by the Contractor to contract labour and in case the Contractor fails to provide, the same are required to be provided, by the Principal Employer by Law. The Principal Employer is required to take Certificate of

Registration and the Contractor is required to take license from the designated Officer. The Act is applicable to the establishments or Contractor of Principal Employer if they employ 20 or more contract labour.

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

(g) Payment of Wages Act 1936:- It lays down as to by what date the wages are to be paid when it will be paid and what deductions can be made from the wages of the workers.

(h) Equal Remuneration Act 1979:- The Act provides for payment of equal wages for work of equal nature to Male and Female workers and for not making discrimination against Female employees in the matters of transfers, training and promotions etc.

(i) Payment of Bonus Act 1965:- The Act is applicable to all establishments employing 20 or more employees. The Act provides for payments of annual bonus subject to a minimum of 8.33% of wages and maximum of 20% of wages to employees drawing Rs.3500/- per month or less. The bonus to be paid to employees getting Rs.2500/- per month or above upto 3500/- per month shall be worked out by taking wages as Rs.2500/- per month only. The Act does not apply to certain establishments. The newly set-up establishments are exempted for five years in certain circumstances. Some of the State Governments have reduced the employment size from 20 to 10 for the purpose of applicability of this Act.

(j) Industrial Disputes Act 1947:- The Act lays down the machinery and procedure for resolution of industrial disputes, in what situations a strike or lockout becomes illegal and what are the requirements for laying off or retrenching the employees or closing down the establishment.

(k) Industrial Employment's (Standing Orders) Act 1946:- It is applicable to all establishments employing 100 or more workmen (employment size reduced by someoftheStatesandCentralGovernmentto50).Theprovidesforlayingdownrules governing the conditions of employment by the Employer on matters provided in the Act and get same certified by the designated Authority.

(l) Trade Unions Act 1926:- The Act lays down the procedure for registration of trade union of workmen and employers. The Trade Union registered under the Act have been certain immunities from civil and criminal liabilities.

(m) Child Labour (Prohibition & Regulation) Act 1986:- The Act prohibits employment of children below 14 years of age in certain occupations and processes and provides for regulation of employment of Children in all other occupations and processes. Employment of Child Labor is prohibited in Building and Construction Industry.

(n) Inter-State Migrant workmen's (Regulation of Employment & Conditions of Service) Act1979:-

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

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

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

CONTRACTOR **EXECUTIVE ENGINEER (C)**

DEENDAYAL PORT AUTHORITY

SECTION 4

CONTRACT DATA

CONTRACT DATA

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

The following documents are also part of the contract clause reference

The schedule of other contractors (**Refer Section 5)**	(3.8)
The schedule of key personnel **(Refer Section 5)**	(3.9)

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

The employer is
Chairman,
Deendayal Port Authority, Kandla

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

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

The nodal officer or his nominee is
EXECUTIVE ENGINEER (C.),
DEENDAYAL PORT AUTHORITY,
GROUND FLOOR, Room No 113,
A.O Building, Gandhidham-370201,
KUTCH DISTRICT, GUJARAT STATE,
INDIA,

Nodal officer's authorized representative is XEN / AXEN

The conciliator appointed jointly by the employer and contractor is: **(Refer Section 5)**

Name:- **NOT APPLICABLE**

Address:- **NOT APPLICABLE**

The name and identification number of the contract is **Development of Container Terminal at Tuna-Tekra "Common Road connectivity from Take of point up to back up area" Stage-II .**

The works consist of **Development of Container Terminal at Tuna-Tekra "Common Road connectivity from Take of point up to back up area" Stage-II (12 Months construction period,12 Months Defect Liability Period & 48 Months Maintenance period)**

The start date shall be_____

The intended completion date for the whole of the work is **Construction Period 12 Months+ Defect Liability Period 12 Months + 48 Months Maintenance period = 72 Months.**

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

Schedule of other contract	**(NOT APLLICABLE)**	(3.8)
Schedule of key personal	**(NOT APLLICABLE)**	(3.9)

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

Appointing authority for the Arbitrator is Chairman, DPA.

The following events shall also be Compensation Events. **(Refer Section 5)** (3.44)

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

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

The language of the contract documents is English	(3.3)
The law, which applies to the contract, is law of Union of India	(3.3)
The currency of the contract is Indian rupees	(3.46)
Fees and types of reimbursable expenses to be paid to the Dispute Review Expert	(3.25)

Appointing authority for the Arbitrator is Chairman, DPA.

Escalation is Payable for contracts as per clause no.3. 47 of section – 3, subjected to Special condition provision **(Refer Section 5)**.

SECTION 5

SPECIFICATIONS AND SPECIAL CONDITIONS

5.01 The provision in special condition which form a part of contact shall have precedence over those specified in the conditions of contract in case of diversity, if any.

5.02 Work is to be carried out as per detailed specification laid down in IS specification. MORTH specification for road works, Latest IRC standard, and CPWD manual however the provisions made in contract documents and DPA SOR shall prevail. In case of items where no specifications is defined under IS, MORTH or CPWD manual or DPA SOR or tender document superior quality of material available in market shall be applicable.

5.03 The following clauses of the INSTRUCTION TO THE BIDDERS (Section– I) will not be applicable,

Clause 1.4.1 (c), (f), (h); 1.4.2 (e), (j); 1.4.3(vii)

Clause 1.4.4

Clause 1.4.5 (Sub-contractor Experience & Resources)

Clause 1.8.2 (Bidding documents) & 1.9.2(Pre-bid) &

1.13.4 Clause 1.19.1, 1.19.2, 1.19.3 (sealing and marking of

bids) Clause 1.22.2 & 1.22.5 (Modification of withdrawal

of Bid) Clause 1.23.2, 1.23.3, 1.23.4, (Withdrawal)

Clause 1.26.4

Clause 1.27.2 (Correction of errors)

Clause 1.35 (Advance payment)

Clause 1.36.1 (Conciliator)

5.04 Following conditions are not applicable in Section- 2

- The clauses (c) & (d)& (g) of the SPECIMEN FOR FORM OF BID will not be Applicable; (section-2)
- Contractor's Bid (section-2)
    i. Advance Payment
    ii. Appointment of Conciliator
- Proposed sub-contracts and firms involved Table at Sr. No.7 of information required by employer (section-2)

5.05 The following clauses of the CONDITION OF CONTRACT (Section-III) will not be applicable,

Clause 3.8. (Sub-contracting)

Clause 3.21.1 (Possession of

site) Clause 3.24.1 (Disputes)

Clause3.25.1,3.25.2,3.25.3 (Settlement of disputes, decision by Conciliation, Arbitration)

Clause 3.26.1 (Replacement of Conciliator)

Clause 3.40.1 & 3.40.3

Clause3.43.2,3.43.3,3.43.4,3.43.5,3.43.6,3.43.7

Clause3.44.1,3.44.2,3.44.3(Compensation events) Clause 3.45

(Tax), 3.47 (Price Adjustment); Clause 3.50 (Incentive or

Bonus)

Clause 3.51 (Advance Payment)

5.06 Following conditions are not applicable in Section- 4

a) Schedule of other contracts and schedule of Key person.
b) Compensation event & escalation
c) Conciliator is not applicable under contract date of (section – 4)

5.07 Following conditions are not applicable in Section- 8

- Specimen B.G. for Advance Payment. Stage payment.
- Form of Disputes review board agreement.
- Exceptions & Deviations,

5.08 The following Existing clauses are Modified as under;

a) Section-I; Clause No. 1.4.1d; Details of Equipment's available with the bidder

b) Section-I; Clause No. 1.4.1e; Managerial/ Manpower Available with the Bidder.

c) Section-I; Clause No. 1.4.2d; Major items of construction equipment available with the bidder

d) Section-I Clause No 1.5.2 & Section-3 Clause No 3.7 J/V condition as modified as condition no **5.10**

e) Section-2; Table ;5 -The List of Equipment available with bidder.

f) Section-2; Table ;6- Qualification and experience of key personnel available with the bidder. Attach biographical data.

g) Section-; Clause3.25.3 Arbitration condition as modified as condition no **5.35**

5.09 On award of the contract, the contractor to whom the contract has been awarded has to provide at least 10 (Ten) bonded copies of Agreement 90 including the technical bid, Price bid and the correspondence exchange between the parties till the award of the work. One full set including indexing, insertion of page nos. certification with index will be provided by the Department. The cost of above ten sets is to be borne by the contractor.

5.10 Joint Venture

Companies/Contractors may jointly undertake contract/contracts. The number of partners in JV/Consortium shall be limited to maximum of three. Each entity would be jointly and severely responsible for completing thetask 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 tojointly meet the eligibility criteria.

(i) A legally binding Joint venture / Consortium Agreement signed by authorized signatories of all the partners of the JV/Consortium, asper the proforma of joint venture/consortium agreement at **section-8**.

(ii) Power of attorney duly executed and signed by legally authorized signatories of all the partners, authorizing the Lead Partner (a) to submit bid, negotiate and conclude contract and incur all liabilities there with on behalf of the partner(s) of the JV/Consortium during the bidding process; and (b) in the event of a successful bid, to incur liabilities and receive instructions for and on behalf of the partner(s) of the JV /Consortium and to carry out the entire execution of the contract including payment, exclusively through Lead Partner, as per the proforma of power- of-attorney for lead member of jv/consortium at **Section -8**, which shall be duly authenticated by a notary public or equivalent certifying authority, shall be enclosed with the bid.

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

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

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

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

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

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

(ix) Each partner must submit the complete documentation, or portions applicable thereto, required qualifying the firm forbidding.

(x) All the partners of the JV/Consortium shall be jointly and severally liable

for due performance, recourse/sanctions within the joint venture in theevent of default of any partner and arrangements for providing the required indemnities.

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

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

(xiii) All the correspondences between the Employer and the contractorshall be routed through the Lead Partner.

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

(xv) An undertaking that all the partners are jointly and severally liableto the Employer for the performance of the contract shall beenclosed with the bid.

(xvi) In the event of any partner leaving the JV, it shall be intimated to the Employer within 30 days by other partner(s). Failure to do so shall be construed as default of the contractor and the Employer may take action under relevant clause(s) of the Bid Document and/or General Terms and Conditions of Contract.

(xvii) The contractor shall not alter its composition or legal statuswithout the prior written permission of the Employer. Failure to do so shall be construed as default of the contractor and the Employermay take action under relevant clause(s) of the Bid Document and/or General Terms and Conditions of Contract.

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

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

5.11 For the departmental design all drawings which are reasonably required for execution of the work except erection drawings, shop drawings and drawings for temporary works will be supplied by the Engineer from time to time during execution of work and no dispute of this account shall be entertained.

Any further detailed working drawings which the contractor may prepare for a particular part of the work shall be submitted in duplicate for approval of the Nodal Officer or his nominee before the particular part of the work is taken in hand. The

contractor shall at the time of submitting such drawings call to the attention of the Nodal Officer to any alternative detail or modification of the contract drawings which the contractor may wish to make at least 7 days prior to the commencement of the work or part of the work to which such drawings relate.

The Nodal Officer will record on the copies as amended his approval, if he requires any of the alterations submitted by the Contractor and will return one copy to the Contractor who shall carry out the work in accordance therewith. The Contractor shall forward to the Nodal Officer three additional copies of the working, drawings as approved.

In addition to the aforesaid working drawings, working drawings are also to be submitted. (The same procedure being followed as described above) in respect of any, work proposed. The approval of the Nodal Officer of all or any of the drawings shall not relieve the Contractor of any liability of obligation under the contract in respect of the execution of the work.

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

5.13 Drawings of Temporary Works

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

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

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

5.14 Though the drawings to be supplied will be exhaustive the decision of the Nodal Officer or his nominee regarding any change in the drawings shall be final and binding to contractor and no dispute / claim regarding extra payment shall be allowed on account of such changes.

5.15 Workmanship shall be the best possible quality and all work shall be carried out by skilled workmen except for those which normally require unskilled persons. If the laws of the local Government/Municipal of other authority require the employment of licensed or registered workmen for various trades, the contractor shall arrange to have the work done by such licensed/registered personnel.

5.16 All materials to be used in the works shall be subjected to inspection and test. Samples of all materials, proposed to be used, in the permanent works shall be

submitted to the Nodal officer or his nominee for approval before those are brought to site.

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

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

5.17 Before commencement of work the Nodal officer or his nominee and the Contractor shall jointly survey and record all ground levels on the site if required. The Contractor shall supply all necessary equipment and attendance for carrying out such surveys. The contractor shall prepare record drawings showing the agreed levels which shall be signed by the Nodal Officer or his nominee and the Contractor.

5.18 As the work progresses, inspection of cement, aggregate, reinforcing steel and testing of the concrete strength will be done by the Contractor in the presence of the Nodal officer or his nominee. The Contractor's concrete plant/ Asphalt plant and materials stores shall be made accessible to the Nodal officer or his nominee at all times for inspection and for taking samples. The Contractor shall facilitate in all possible ways the inspection and testing of samples by the Nodal officer or his nominee, Labour shall be provided by the Contractor for carrying out the testing's.

5.19 SUPPLY OFWATER

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

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

5.21 All royalties of materials, quarry fees, etc., payable by the contractor directly to the Authority concern and rates tendered shall be deemed to be inclusive of all charges. Before claiming security deposit, contractor shall produce "**No dues certificate"** from the Geologist, Geology and mining department, Anjar.

5.22 The tenderers are expected to have full knowledge of the site of work and local working condition in the Port before submitting the tenders. The Port is basically an operational area dealing mainly with handling dry/liquid products at cargo

jetty. The Nodal Officer or his nominee will give to the Contractor possession of so much of the site as in the opinion of Nodal Officer or his nominee may be required to enable the Contractor to proceed with the construction without interruption of the work in accordance with the requirement. However, all efforts will be made to handover entire clear site at the starting of work.

No claim / disputes what-so-ever for handing over the site of work late, for starting the work shall be entertained. If the contractor suffers any delay the Nodal Officer or his nominee may grant at his discretion an extension of time for completion of work. However, no claim / disputes etc. arising out of extension of time so granted shall be entertained. The contractor while filling up their rates in the tender should consider the above aspects unfailingly.

5.23 POST TENDER MODIFICATION:

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

5.24 **The** contractor shall have to make good all damages done by him to structure nearby while executing the work and no extra payment shall be made to him on that account.

5.25 A Site Order book is to be maintained by the contractor at the site of work. Order and instructions written in the order book shall be deemed to have been legally issued to the contractor and the contractor shall sign each port promptly in the order book as a token of having seen the same. The order book shall be the property of the board and shall be handed over to the Nodal Officer or his nominee of the work in good condition on the completion of the work or whenever required by the Nodal Officer or his nominee.

5.26 The Contractor shall deposit / store any materials in such a way so as not to cause inconvenience to the employees / workers engaged on the Port activities and to nearby activities.

5.27 The de-watering if required to be done at a stage manually or by using pumps is to be done by the contractor at his own cost. No separate payment will be made. The quoted rates shall be deemed to have included all these elements and nothing extra.

5.28 The stamp paper of requisite value shall be furnished by the contractor within 10 days from the date of issue of letter of acceptance, failing which he will not be permitted to start the work.

5.29 The value of the stamps to be affixed on the agreement shall be of appropriate value prescribed for bond as per latest provision of law enforced on the date of

execution contract same shall be borne by the Contractor. However, if the contractor furnishes G.P. Notes or approved guarantees in respect of part of security deposit, the stamp duty chargeable for the amount shall be as prescribed for agreements and payable in accordance with latest provision by law in force at the time of execution of the contract. All the cost of the stamp duty shall be borne by the Contractor.

5.30 For execution of work, contractor may be permitted to construct temporary offices, store, labour room toilet etc. at his own cost along with necessary letter / drawing for the permission in written. Nothing will be paid for this purpose and before handing over the site on completion of the work, the contractor has to dismantle all these temporary structures erected by him. Completion certificate will be issued only after compliance of above aspects.

5.31 All the works until handed over to the Nodal Officer or his nominee shall stand at the risk of the contractor who shall be responsible to make good at his own cost all the losses and damage caused by or due to fires, weather, tides or any other reasons. The contractor shall hand over at the time of completion of work the work in good order and conditions and in conformity in every respect with the requirements of the contract and instructions of the Nodal Officer or his nominee.

5.32 TAXES & DUTIES

The rates shall be inclusive of all taxes duties payable by them (except GST). Income tax at prevailing rates and surcharge as applicable thereon shall be deducted at source by DEENDAYAL PORT AUTHORITY in accordance with Income Tax act in accordance with instruction issued by TAX Authorities on this behalf from time to time for this TDS will be given. The deduction of TDS @2% under GST act shall be made

The TDS under GST Act is required to be deducted @2% (1% CGST and 1%SGST or 2% IGST) from payment / credit given to contractors /professionals and others for the work order /contracts exceeding Rs.2,50,000.00/-

Contractor / service provider / supplier etc. has to ensure timely and proper filling of GSTR 1 so that DPA 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 etc.

5.33 INCOME TAX DEDUCTIONS FROM BILLS

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

5.34 PAN & GST REGISTRATION

Income Tax PAN and GST registration number shall be furnished with documentary evidence along with the tender documents.

5.35 ARBITRATION

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

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

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

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

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

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

(vi) It is also a term of the contract that if the contractor does not make any demand for appointment of arbitrator in respect of any claims/disputes in writing, as aforesaid, within 120 days of receiving the intimation from the Nodal officer or his nominee that the final bill is ready for payment, the claim of the contractor shall be deemed to have been waived and absolutely barred and the Port AUTHORITY shall be discharged and released of all liabilities under the contract in respect of these claims.

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

award and it should be supported by reasoning.

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

(ix) The arbitrator from time to time, with the consent of both the parties, enlarge the time for making and publishing the award.

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

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

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

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

5.36 SPECIAL CONDITION IN RESPECT OFCEMENT

(a) The contractor shall procure the cement confirming to relevant Indian Standard holding license to use ISI Certification mark for their product.

(b) For verification of such purchase all the bills ofmanufacturer / supplier / dealer will have to be furnished to the Nodal officer or his nominee

(c) Supply of cement shall be taken in 50 Kg bags bearing manufacture's name, him registered trademark, date of manufacture, batch number and ISI marking.

(d) Every consignment of cement must haveidentification marks on packages indicating date ofmanufacture and grade and type of cement, cement brought to works shall not be more than 6 weeks old from the date of manufacture.

(e) Every delivery of cement shall be accompanied by amanufacturers test certificate confirming that the supplied cement conforms to relevant specifications.

(f) Nodal officer or his nominee shall be at his liberty to carry out testing of cement at his discretion from Port laboratory or Government approved laboratory as per relevant before / during use. The contractor shall make all the necessary arrangements for the same and all the charges to be borne by the contractor.

(g) Each consignment shall be stored separately so that it can be readily identified and inspected. The arrangement of cement shall be such as to ensure the utilization of cement in the order of its arrival at the stores.

(h) Cement brought to site and cement remaining unused shall not be removed from site without the permission of the Nodal officer or his nominee.

(i) In case concrete mixing is with Batching Plant, Nodal Officer may allow cement to be used in bags/ silos/ Bulk etc. The batching plant shall be capable of separately proportioning each type of material by weight. The batching and mixing shall be carried out preferably in a forced action central batching and mixing plant having necessary automatic controls to

ensure accurate proportioning and mixing. Calibration of the batching and mixing plant shall be carried out at regular intervals, as per IS.

(j) The contractor shall also maintain a daily production record for that plant, including details of which mixes were supplied and which delivery dockets were dispatched.

(k) There should be a record of what materials were used for that day's production including water and admixtures. The production of concrete at each plant shall be systematically controlled. This is to ensure that all the concrete supplied shall be in accordance with these requirements and with the specification.

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

(m) The cement may be purchased from the reputed manufacturer like Ultratech, ACC, JK Lakshmi or equivalent after approval of Engineer-In-Charge.

5.37 SPECIAL CONDITIONS FOR STEEL

(a) The contractor shall procure TMT bars of Fe500D/ Fe550 grade as per tender conditions.

(b) The grade of the steel such as Fe500D/Fe 550 or other grade to be procured is to be specified as per BIS 1786- 2008.

(c) The TMT bars procured from primary producers shall conform to manufacture's specifications.

(d) The Reinforcement Bars shall be procured from primary producers like SAIL, VIAZAG, TATA, RINL. If the reinforcement bars of these manufactures are not available in market, the equivalent product may be allowed with prior approval of engineer in charge.

(e) The TMT bars procured shall conform to thespecifications as laid by Tempcore, Thermex, Evcon Turbo & Turbo Quench as the case maybe.

(f) For TMT bars procured either from primary producers or secondary producers, the specifications shall meet the provisions of IS 1786 : 2008 pertaining to Fe 415D or Fe 500D or Fe 550D grade of steel as specified in the tender.

(1) The contractor shall have to obtain and furnish test certificates to the Engineer-in- charge in respect of all supplies of steel broughtby him to the site of work.

(2) Samples shall also be taken and got testedby the Engineer-in-Charge as per the provisions in this regard in relevant BIS codes. In case thetest results indicate that the steel arranged bythe contractor does not conform to the specifications as defined under para (1) above,the same shall stand rejected, and it shall be removed from the site of work by the contractor at his cost within a week's time of written orders from the Engineer-in-Charge to do so.

(3) The steel reinforcement bars shall be stored by the contractor at site of work in such a way as to prevent their distortion and corrosion, and nothing extra shall be paid on this account. Bars of different sizes and lengths shall be stored separately to facilitate easy counting and checking.

(4) For checking nominal mass, tensilestrength, bend test, re-bend test etc. specimens of sufficient length shall be cut fromeach size of the bar at random, and at frequency not less than that specified below:

Size of bar	*For consignment below 100MT*	*For consignment above 100MT*
Under10mm dia. bars	One sample for each 25 MT or part thereof	One sample for each 40 MT or part thereof
10mm to16mm dia. bars	One sample for each 35 MT or part thereof	One sample for each 45 MT or part thereof
Over 16mm dia. bars	One sample for each 45 MT or part thereof	One sample for each 50 MT or part thereof

(5) The contractor shall supply free of charge the steel required for testing including its transportation to testing laboratories and the testing charges shall be borne by the contractor.

(6) The actual issue and consumption of steel on work shall be regulated and proper accounts maintained. The theoretical consumption of steel shall be worked out as per procedure prescribed in the contract. In case the consumption is less than theoretical consumption including permissible variations (+3% for cutting into pieces +/- 2% for variation in weight) recovery at the rate so prescribed shall be made. In case of excess consumption, no adjustment need to be made.

5.38 SPECIAL CONDITION FOR BITUMEN AND BITUMINOUS PROMER

(7) The bitumen and Tack coat brought by the contractor should be as per MoRTH and IRC specifications. Both the items should be tested as per MoRTH's parameters before being put to use and the cost shall be borne by the contractor.

(8) Bitumen grade VG-30 and Polymer modified bitumen (PMB-40) to be used in the work to be made from a National Oil Company or from JV of National Oil company wherein the test parameters stated in IRC are tested and met and the supplier should have adequate testing facility in India. In any case no Imported Emulsion Bitumen grade VG-30 and Polymer modified bitumen (PMB-40) is allowed to be used in work.(Approved company for emulsion, Bitumen grade VG-30 and PMB-40 is BPCL / HPCL / IOCL

/ HINCOL)

(9) For Verification of such purchase all the bills issued by manufacturer will have to be furnished to the Engineer-in-charge.
(10) Asphalt shall be purchased by the contractor after only start of the work.
(11) Engineer in-charge shall be at liberty to carry out independent testing of asphalt from any of Government Approved laboratory as per relevant.
(12) Typical Properties of Polymer Modified Bitumen is as per IRC SP 53-2010 and IS 15462:2019.

5.39 SETTING OUT

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

5.40 PATENT RIGHTS & ROYALTIES

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

5.41 NIGHT AND HOLIDAY WORK

The contractor shall be allowed to execute the work round the clock on all days except for declared closed holidays by the Port.

5.42 NOTICE OF ADDRESS

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

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

5.44 The contractor shall provide 2 nos. of four-wheel tourist vehicles (Tata sumo/Bolero/or equivalent) with driver, during contact period for one vehicle for use of DPA employer/representative at Asphalt hot mix plant location and other vehicle for use for the around the clock of work at Tuna-Tekra site. This vehicle will be used only for duties related to the work of this contact. Vehicle must be in very good condition and to the satisfaction of Engineer-In-charge. Necessary fuel/ oil/driver/ maintenance etc. Will have to be borne by the contractor. during the currency of contract in case the contractor does not provide the vehicle the employer will engage the other tourist vehicle and actual charge incurred will be recovered. From their due payments or Rs.3000/- per day for each vehicle will er recovered.

5.45 The mixing of concrete shall be done in a mixer of approved type which will ensure a uniform distribution of material throughout the mass so that mix is uniform in colour and homogenous.

5.46 All batching material such as coarse aggregates, sand etc. shall be weighed in mechanical portable weigh batches conforming to I.S.2722 as per approved mix design.

5.47 The mixer shall be equipped with approved water measuring device capable of accurate measurement of water required per batch. The mixer shall preferably be equipped with a mechanically operated pump for filling the mixer tank or suitable arrangement as approved by Engineer-in-Charge.

5.48 Stripping of Form work shall be done as per relevant clause in IS 456-2000.No dispute/claims shall be entertained on account of this.

5.49 The form work shall be made up from either MS plate or waterproof plywood of good quality. The rate shall include the cost of materials and labour for the operations involved such as

1) Splayed edges, notching allowances for overlaps and passing at angles, battens, centering, shuttering, strutting, propping, bolting, nailing,

wedging, easing, striking and stripping of the same.

2) Filleting to form stop-chamfered edges or splayed external angles not exceeding 20 mm. width.
3) Dressing with oil to prevent adhersion of concrete with shuttering.
4) Raking or circular cutting.

5.50 All the form work shall be inspected by the Engineer-in-charge and their suitability ascertained the form shall be thoroughly scraped, cleaned before reusing the same

5.51 PLANT

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

5.52 FAULTY WORK

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

5.53 PROGRESS REPORTS

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

5.54 AMENDMENTS

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

5.55 INFLAMMABLE STORES

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

5.56 FIRE HAZARDS

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

5.57 THIRD PARTY INSPECTION

DPA may appoint Third Party Inspection Agency. Contractor has to obey the instructions given by TPI during execution of the work including necessary testing / inspection etc. This work may also be inspect by any Government / Vigilance Department and they may order for certain testing / inspection of executed work etc. Contractor has to assist to them and also bear the expenses for such testing and results. The test results/observations are binding on the contractor. Such incidental costs are included in the quoted bid.

5.58 CEMENT CONCRETE (PLAIN AND REINFORCED) AND MISCELLANCEOUS FIXTURES SCOPE.

The specification cover all the requirements, described hereinafter for general use of plain and reinforced cement concrete work in structure and location, cast-in-situ of pre-cast and shall include all incidental items of worknot shown or specified by reasonably implied or necessary for the completion of the work.

This specification shall also to the extent it has been referred to or applicable with the special requirements of structures covered in scope of IS 456-2000

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

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

1.	Pourable concrete cast-in-site	-	120 mm
2.	Footing foundation		50 mm
3.	Columns, pillars, post etc.		50 mm
4.	Walls, pilaster, railing etc.		60 mm

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

For casting of c c cubes, the contractor has to arrange his own moulds. Test cubes shall be casted, cured and stored as per

relevant IS.
The cubes casted at site shall be brought to Port Laboratory, Kandla for testing and test results shall conform to IS 456 (latest edition). Testing charges of the cubes for 28 days test only shall be born by the contractor. If the result is not satisfactory the concrete work will have to be dismantled and redone by the contractor at his own cost.

The Engineer-in-charge reserves the right to ask contractor to cast additional c.c. cubes at the different stages and works for testing, if required at 3/7 days period. No separate payment shall be made to the contractor on account of the cost of the labour and materials required for casting of the cubes required for3/7 days testing. The testing charges for these cubes shall be borne by Department

5.59 Work

a. The work to be performed under the scope of this specification shall broadly include.:-
Preparation of base coarse i.e. GSB, WMM and preparation of surface coarse i.e. BM, DBM &BC. Some indications of nature and extent of the works have been given on the drawings and those are preliminary only. Complete nature and extent of the works will be furnished to the Contractor progressively during the execution of the work. Quantities indicated in the Schedule of Items are tentative and are subject to change. All items of work shall be executed in accordance with the relevant specification annexed thereto and the provisions of the contract.

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

c. All materials to be used in the works (i.e. Road work) shall be subjected to inspection and test. Samples of all materials, proposed to be used, in the permanent works shall be submitted to the Engineer-in-Charge for approval before those are brought to site. Samples required for approval and testing must be supplied allowing sufficient time for testing and approval, due allowance being made for the fact that if the first samples are rejected further samples shall be required. Delay in the execution of work due to late submission of samples will not be acceptable as-a reason for delay in the completion of the works. Materials shall be tested before dispatching to the site, where possible. Materials shall also be tested on the site and those may be rejected if found not suitable or not in accordance with the specifications

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

d. The contractor shall be required to execute the work in such a way so as not to cause any damage, hindrance or interference with port activities going on in the area or nearby. He should not also deposit the materials at such places which may cause inconvenience to the public and the work going on in the nearby area.

e. For the purpose of measurements, the method prescribed in the 'Indian Standard' specifications shall be applicable in addition to those prescribed in Boards Schedule of Rates unless stated otherwise stated in contract. In case of any ambiguity the decision of the Engineer-in-charge shall be final.

f. The notes and data's furnished in Deendayal Port Authority, Schedule of Rates in force will be considered for measurement purpose in the case of lead, weight, allowance for voids etc. of the materials.

g. Barricading, including proper lighting arrangement in the night at the required places shall have to be provided by the contractor at his own cost, including necessary arrangements for proper movement of traffic by carefully maintained approaches and road diversions with suitable sign boards for indications of road signs etc. as directed by the Engineer-in-Charge.

h. All the grass, shrubs, plants and foreign matter etc. in the alignment of the site and within the site of work shall have to be cleared, if required without any extra cost.

i. The Engineer-in-charge may delete any number of items included in his tender (contract) without assigning any reasons and without any financial liability.

j. All the tools, plants, scaffolding, ladder etc. and other machinery etc. required temporary for the purpose of execution of work will have to be arranged by the contractor at his own cost, and storing of such tools, plants etc. will have to be made by him.

k. Unless otherwise specifically mentioned the rates quoted for all items includes for all lead and lift and no extra claims shall be entertained on this account.

l. Nothing extra shall be paid for change of quarry against lead etc.

m. No claim whatsoever extra use of quarry spall/Amour rock due to settlement or slippage of original ground etc shall be considered. This aspect may be kept in the mind before filling the rates.

n. During the execution of works dewatering manually or by pumping is to be done by the contractor at his own cost, if found necessary and no claim on this account shall be entertained.

o. The contractor shall arrange to supply periodically samples of quarry spall, GSB, WMM, B.M, D.B.M & B.C aggregates required for ROAD WORK etc. to the Port Laboratory/Govt. approved lab for testing as per relevant I.S. and as per MORTH specifications. However, all the materials shall be arranged by the contractor free of cost for testing, Testing charges will be borne by the contractor for testing of materials in Govt. approved lab and free of cost at Port Laboratory.

p. The contractor shall carry out the work maintaining proper camber, slope and gradient to the road, plot or berm as directed by the Engineer-in- charge.

q. If deemed fit by Engineer-in-charge the contractor shall be allowed to use settled seawater only for watering of layers of quarry spall & GSB. For other items of work, seawater shall not be allowed to be used.

r. As per site condition the approach etc. will be required which the contractor shall provide & maintain at his own cost. Contractor shall consider these aspects while quoting the rates in tender. Nothing extra will be paid for the same.

5.60 Defect liability

The defect liability period for the work is 12 months from the date of completion of construction work as per provisional completion certificate issued by the Engineer-In-Charge. The contractor will be responsible to rectify all the defects observed during defect liability period at his own cost, failing which same will be rectified or re-executive the work at the risk and cost of contract. The Engineer-In-Charge shall entitle to appropriate the whole or any part of the amount of balance SD.

5.61 The Final Completion certificate shall be issued after the completion of whole work i.e. construction work and maintenance work, only.

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

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

5.64 The Bank Guarantee towards Security Deposit shall be from any Nationalized Bank / Scheduled Bank (except cooperative Bank) having its branch at Gandhidham (Kutch).

5.65 The contractor shall arrange to supply periodically samples of coarse aggregates, fine aggregate, Granular sub base material, bitumen etc.,

required for W.M.M, B.M, D.B.M, B.C, RCC M-30, etc. to the Port Laboratory for testing as per relevant I.S. specifications, MORTH, IRC specifications. However, all the materials shall be arranged by the contractor free of cost for testing. However, no testing charges will be recovered from the contractor for testing of materials in Port Laboratory.

5.66 The mix design for the M 30, W.M.M, B.M, D.B.M, B.C. shall be as suggested by the Port Laboratory. For this purpose, the contractor shall supply the requisite quantity of cement, aggregates, bitumen etc. to the laboratory free of cost. However, no other charges will be recovered from the contractor for this purpose.

5.67 Testing of Materials by independence source: At least 10% of all tests shall be got tested from independent source like nearby government approved Lab/Government institution. The cost of all such tests will be borne by Contractor.

5.68 The department shall be at liberty to collect the samples from mixes of bitumen material and get them tested at the plant/ at government approved Lab/at the Port Laboratory to ascertain bitumen content and density therein. For this purpose, the samples will be taken at random during the execution of work. The bitumen content of the samples will be arrived at by the "EXTRACTION METHOD" / "STRIPPINGMETHOD". The department will take as many samples as it decides. The quantity of asphalt used in the work shall be cross checked by averaging bitumen content in all the samples of the respective cases and applying the same for full quantity of work without prejudice to the right of department to reject the work at any stage.

5.69 The aggregate and bitumen are to be as per Mix Design to be given by Port Laboratory the aggregate gradation shall be as per Port stipulation and in work proportion of difference sizes of aggregates which should be stored in bins separately and should be mixed with asphalt regulated as per Port stipulation and bottom doors of bins will be regulated as per requirement of aggregates. Moreover, while laying the asphalt mix at site of work, it should be ensured that uniform job mix is to be laid throughout the length of the road. If above stipulations are not met - with during execution of work, the work will not be allowed to be further continued by Engineer - in – charge.

5.70 Bitumen content for Bitumen mixes will be regulated by mechanical means and Contractor shall have to install asphalt content reading instrument at plant site. In addition to above, the bitumen content in the job mix at plant site and site of work will be determined by the standard laboratory test (Extraction method/Stripping Method). All the facilities, for checking bitumen content in job mix plant at plant/paver site and sieve analysis of aggregates, has to be provided by the Contractor without any extra cost.

5.71 All the arrangements regarding continuous display of reading/measurement of temperature of bitumen, aggregates and job mix etc. at drum mix plant as well as at site of work are required to be made by the Contractor at his own cost.

5.72 The contractor has to give an undertaking that the distance between drum mix plant site and the paver finisher site will not be more than 30 Km. Accordingly the contractor has to install the drum mix plant at site before filling the tender.

5.73 The contractor has to arrange all the testing equipment at drum mix plant site as well as paver finisher site as per the instructions of the Engineer-in-charge.

5.74 If during progress of work movement of traffic is allowed on completed surface, the contractor will have to repair the said damage caused to road surface at his own cost for which no claim shall be entertained.

5.75 For checking asphalt content of mix at plant, petrol for washing should be readily available. Also an automatic weighing scale for weighing sample should be available at plant.

5.76 While loading the different size of aggregates in the bins it should be ensured that these aggregates don't get mixed with each other i.e. not spill in other aggregates bin.

5.77 The contractor should ensure that the required temperature of Bitumen and aggregates is always maintained at Plant and see that they are not over-heated at any stage. The plant will be allowed to start/restart only when the required temperature is attained.

5.78 Contractor has to comply all the motor vehicle act, rules and regulations. Deendayal Port Authority will not be responsible for any violation of rules.

5.79 After loading of mix in the dumper at plant till the dumper reach at the site and unload, if there is breakdown of dumper. (i.e. gets punctured or out of order etc.) The contractor should then ensure that suitable steps are taken immediately so that temperature of mix is not affected, otherwise the Engineer - in - charge is at liberty to reject such trip.

5.80 The storage tank of asphalt at Paver Plant, should be in good condition, leak proof, suitable covered, having proper ladder/approach etc. The tank should be calibrated duly certified with required measuring/Dip Rods and must have adequate capacity for storage of at least one Bitumen tanker.

5.81 The taking of Initial Dip and Final Dip of Asphalt in tank daily before start of work and after closing of work is to be arranged by contractor for maintaining account of asphalt. Further, the department is at liberty to take intermediate dips as and when required during progress of work and during unloading of asphalt tanker.

5.82 The Gate Pass issued at plant for each trip of mix being an important document is to be maintained / handled carefully by staff of contractor. Any misplacement, etc. of Gate Pass shall result in cancellation of trip

5.83 Density test of compacted layer shall be carried out as per MORTH specifications or as directed by Engineer-in-Charge. The cost on the

arrangement for the test at site of work shall be borne by the contractor. All the testing charges for test shall be borne by the department.

5.84 Construction of B.M., D.B.M, & B.C. shall be as per MORTH specifications.

5.85 The quarry spall materials having C.B.R. value not less than 20, liquid limit and plasticity Index should be less than 25% and 6% respectively. The compacted thickness of each layer should not be more than 200 mm.

5.86 The contractor has to use an Air compressor for cleaning and preparing the road surface prior to asphalting work to the entire satisfaction of Engineer-in-Charge.

5.87 Empty drums/barrels if required for storing asphalt should be of uniform size, good quality, leak-proof etc. They should be properly arranged / stacked at plant so that their daily account can be maintained

5.88 All materials like Asphalt etc so produced by the contractor shall be tested for quality, as per Indian Standards and frequencies of testing shall also be as per relevant Indian Standards

5.89 The asphalt work shall be carried out as specified in relevant IRC / MORTH standard.

5.90 The asphalt work shall be kept closed to the vehicular traffic for such time as may be specified by the Engineer - in -charge and arrangements required for the purpose shall be provided by the Contractor at his own cost.

5.91 The surface depressions, road cuts, potholes on which asphalt work is to be carried out, shall be thoroughly cleaned of all the dirt/dust, loose materials etc. to the satisfaction of the Engineer - in -charge.

5.92 Before applying the tack coat/priming coat, the road surface, shall be divided in suitable blocks/panels by marking with limits, so as to ensure that the tack coat is applied at specified rate.

5.93 The contractor has to bring the asphalt, for the tack coat wherever required from the paver plant / site without any extra cost. The account of asphalt consumed daily for tack coat and asphalt received / unloaded in Mechanical sprayer/boiler is to be maintained at site as directed.

5.94 The bulk asphalt brought by contractor will be weighed at the weighbridge at the drum mix plant site. The weigh shown by the weighbridge of plant site will be taken as a correct weight of bulk asphalt. The contractor has to arrange for cross checking the weight of bulk asphalt through another weighbridge if required by Engineer-in-charge.

5.95 Binder (Tack coat) shall be applied with the help of Mechanical sprayer (duly calibrated) for required length of road only.

5.96 While change from DBM to BC and vice versa, the bins at plants should be fully/completely empty to avoid mixing of difference aggregate with grit, etc.

5.97 The contractor shall invariably get the job mix formula of the mix approved by

the Engineer-in-charge before starting the work.

5.98 TECHNICAL REQUIREMENTS OF DRUM MIX PLANT

GENERAL

The Drum mix plant shall be of reputed make and proven design, study and structure and capable of producing desire quality of mix as per specified for laying bituminous road surface and have following essential arrangements:

1. COLD AGGREGATE FEEDER

The cold aggregate feeder arrangement should have bins of sufficient capacity capable of storing difference size of aggregate and fines to ensure continuous un-interrupted supply of aggregate matching the capacity of the plant. Each bins should have independent bolt feeders driven by a variable speed motor and a control gate to ensure accurate aggregate feed to meet design mix formula. It is pre-requisite that only properly screened and graded materials are fed to the bins.

There should be gathering conveyor to receive and transport materials discharge from bins with separate drive arrangements.

There should be suitable arrangements like baffle plant at the dischargeand of gathering conveyor for rejection of any oversize metal above the permissible limit. The conveyer should be fitted with suitable electronic weighbridge device for weighing quantity of cold aggregate being for to dryer drum.

The plant should have a mineral filler arrangement with suitable control device to accurately proportion the flow of filler material into dryer drum at appropriate stage.

2. DRYER DRUM

It should be the drum type with smooth rotation arrangement to give rated output and capable of reducing the moisture content of the aggregate to desirable limit of 2 % to 6% and achieving Hot Mix Temperature (up to 1600 C as per requirements) with such design that no blue smoke is omitted from the exhaust. The drum may have optional for feeding reclaimed materials. There should be arrangement to restrict burner flame up to certain length in the drum bitumen is injected.

It should be fitted with positive displacement bitumen pump driven by variable speed motor automatically controlled from control cabin, capable of feeding desired quantity of Oil circulation system should be in built feature

to keep bitumen pump and pipes sufficiently hot to avoid cloggingof pipes.

3. BURNER

The burner used should be capable of burning the fuel efficiency and develop the required temperature. It should be fitted with remote control system, to detect flames fail and also electric spark igniting system or some other suitable arrangement. Burner operation should have therMORTHatic control of flame within the specified temperature range.

4. BITUMEN HEATER

It should consist of an insulated tank of adequate capacity fitted with effective and positive control of temperature, for allowing continues circulation of bitumen between bitumen heater and proportion units. Suitable arrangements should be provided for recording the temperatureat the tank and in circulation system.

5. FUEL SYSTEM

Fuel tanks should be of sufficient capacity and fitted with suitable type of fuel pump to receive the fuel from storage tank supply to line heater and burner.

6. CYCLONE SYSTEM

Cyclone unit is required to control dust discharge within the admissible standard of pollution level.

7. OPERATION CONTROL UNIT

The drum mix plant must have centralized system with operation from a control cabin located adjacent to the drum mix plant. The control system should be capacity of following.

1) Automatic control of speed of each bin feeder conveyer and gate, so as to control and regulate the flow of various grades of materials toensure content and accurate proportion of aggregate.
2) Pre-set and control the percentage of flow of aggregate and asphalt required as per design mix.
3) Automatic detection of plant operation failure, display of aggregate temperature, asphalt and mix temperature, aggregate flow etc. fully automatic aggregate blending flow etc. fully automatic aggregates blending bitumen/aggregate ratio control system.
4) Control for pre-setting the moisture content of aggregate displayed digitally.
5) Entire control system should be such that if desired it would be operated manually also.

8. SURGE SILO

The plant may have optional arrangement to store hot mix material for at least equipment to 30 % of rate capacity to cater for any delay in loadingthe tippers. Temporary storage silo should have adequate automatic Hydraulic unloading arrangement operated either from the control cabinor manually with necessary safety control.

5.99 Special conditions for environmental protection

1. The Contractor shall strictly follow-up the Environmental rules asper the Environmental protection Act 1986. While execution of workand as directed by Engineer In Charge.

2. All the Construction materials eg. Cement, Aggregates, sand & fill materials which are to be used in construction work shall be covered with Tarpaulin or other fabric material as directed by Engineer In Charge.

3. The contractor should stack and dispose the waste material in sucha manner, which do not destroy the environment.

4. The contractor shall sprinkle the water to minimize the dust emission.

5. Machine mixers, vibrators, way batchers plant, diesel generator sets, and other vehicles engines shall not be left running when not in use.

Emission of NO2 and SO2 shall be maintained within the work site are as per the International Regulations (MARPOL).

6. Contractor has to strictly follow the stipulated conditions in the Environmental Clearance accorded by the Ministry of Environment, Forests & Climate Change, GoI vide F. No. 21-169/2017-IA III dated

10/10/2017**,** if there is any cost linked it, shall be borne by the Contractor. Contractor has to comply the point no. (xxxix) of construction phase and submit the monthly report to DPA, cost shall be borne by the Contractor.

5.100 INTEGRITY PACT

The bidder has to execute Integrity Pact. Pact agreement with Deendayal Port Authority (As per Appendix) (1)Shri Amiya Kumar Mohapatra IFoS, (Retd.), (2) Dr. Gopal Dhawan,Ex-CMD,MECL has been nominated as Independent External Monitor for Integrity Pact. Whose address is as under:

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

Dr. Gopal Dhawan,Ex-CMD,MECL
House No.120 Jal Shakti Vihar
(NHPC Society) P4 ,Builder Area
Greate Noida Gautam Budh Nagar
Utter Pradesh-204 315
Mobile No-8007771467
Email: gdhawangeologist@gmail.com

5.101 Scanned copy of pre-contract Integrity Agreement (as per appendix) is to be uploaded along with the Technical bid. Original hard copy of pre contract Integrity Pact Agreement shall be submitted by post or by hand immediately after closing date of online E-tender failing which tender shall be considered irrelevant

5.102 Contractor should use Standard CPWD Formats of Measurements and Levels after seeking approval from DPA & should Record Measurements, Abstract & levels in electronic format on regular basis & same should be attached with Contractor's RA Bill as supporting document & these measurements shall then be checked by the officials of DPA.

5.103 Electricity shall be arranged by the contractor & cost shall be borne by contractor.

5.104 Contractor has to follow DPA rules & regulation amended from time to time with reference to tendering & execution procedure & no claim whatsoever in this regard shall be entertained.

5.105 The contractor shall be registered under The Building and Other Construction Workers (Regulation of Employment and Conditions of Service) Act, 1996.

5.106 "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 concerned authority is submitted for the previous bill."

5.107 Contractor has to disburse the payment directly to the account of persons deployed as per labour laws and has to submit monthly proof thereof

5.108 200 saplings (minimum 6 ft. height) with tree guard other than Tender item have to be provided and planted by contractor. The plantations have to be made within 4-6 months from the date of award of work and has to be maintained till the completion of the whole work of contract. After the completion of the work, contractor has to hand over the plantation to the DPA. The cost of plantations and its maintenance has to be borne by the contractor as a part of their social responsibility. No extra payment shall be made to the contractor for the above. In the event of failure by the contractor to execute the above work, it shall be done departmentally at the cost and risk of contractor.

5.109 If contractor fails to do the maintenance work which same will be executive the work at the risk and cost of contract. The Engineer-In-Charge shall entitle to appropriate the whole or any part of the amount of balance SD.

5.110 THIRD PARTY QUALITY MONITORING

The contractor shall engage at his own cost for Third party Inspection agency for the Work having requisite experience of Government or semi-

Government organization & NABL accredited. The third party inspection agency has to carry out the work on round the clock basis and shall certify all requirement and tests as required under relevant IS or/and Codes. However available services of DPA civil laboratory can be availed at prescribed rates, if desired. The Third Party Inspection Agency shall be engaged by Contractor at his own cost with prior approval of the Engineer-in-charge. TPI&QA has to prepare and submit the quality assurance plan, inspection & testing as per BOQ/consult with PMC/Technical Advisor of work.

Following are the brief scope of TPI&QA but not limited to:

a) To assist DPA for monitoring, quality of the work, by carrying out inspection, laboratory testing, quality audit, verification of site records regarding quality of materials and its certification and any other means required in this connection. Inspection of construction equipment's deployed by the contracting agency in order to assess their suitability for the work.

b) To deploy required experienced Technical Personnel on the site for TPI & QA to ensure that quality of the work is maintained as per provision of relevant IS codes and specifications of work.

c) To suggest various measures for achieving required quality in the work. To sort out all problem regarding quality of work, during the course of execution and to give proper suggestions.

a) Reporting, Documentation, Quality certification etc.

ii. All materials required to be used in the work shall be got tested from Government / Govt. Approved lab under supervision of Third party inspection agency and the charges there of shall be borne by the contractor. The contractor shall extend all necessary assistance, service as may be required, without any extra cost, necessary test shall be carried-out if directed by the third party agency deputed by Deendayal Port Authority or as directed by Engineer-In-charge.

iii. Contractor has to obey the instructions given by TPI&QA during execution of the work including necessary testing / inspection etc. This work may also be inspecting by any Government / Vigilance Department and they may order for certain testing / inspection of executed work etc. Contractor has to assist to them and also bear the expenses for such testing and results. The test results/observations are binding on the contractor. Such incidental costs are included in the quoted bid.

5.111 Construction of Site Offices and QA Labs.

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

copy of agreement and detailed estimate etc.
The necessary staff for maintaining the office records like store keeper, office assistant has to be deputed by Contractor. Contractor shall also provide all office furniture, 2 nos., of computer system with printers, A.C on the work place/ site office. This staff shall work under the Nodal officer/ Site Engineer of department for carrying out necessary record keeping/ office work. The staff engaged shall have minimum qualification of Graduation with knowledge of operation of Computer.

Along with site office the QA Lab with qualified Laboratory Technician need to be established by contractor for immediate testing of materials and design mix of concrete, soil parameters etc. if required, as directed by the E-I-C. This would depend on the nature of work and it would be necessary. The tests should be carried out in the presence of J.E. & AXEN/AEN and test checked by the E-I-C.

5.112 For maintenance work, documentary evidence, for payments made to workers through their respective bank account, is required to be submitted monthly along with the bill.

(1) The contractor, on commencement of contract shall purchase required number of FRASMS at his own cost and install them at different duty points keeping in view convenience of workers. The contractor shall, in consultation with EIC (Engineer In-charge), decide number of FRASMs to be purchased and locations where these FRASM are required to be installed.

(2) Onus to map the workers /labourers in FRASM initially and during the contact shall lie with the EIC. Also, after mapping, onus to immediately put FRASM into operation on commencement of contract shall also lie with the EIC.

(3) The labourers / workers deployed by the contractor shall mark their attendance twice in a day (at the time of reporting at work site and at the time of leaving work site) with the help of FRAS Machines only. No manual attendance would be permitted, however in case of non-working of machine on a particular day or period, contractor will have to get approved the manual attendance recorded during FRASM breakdown period (max. 5 days) from the concerned HoD. Onus to keep the FRASMS in working condition shall lie with the contractor. The contractor shall also ensure to get the FRASMS repaired within period of 5 days.

(4) It shall be mandatory for contractor to generate monthly attendance reports with the help of FRASM and before attaching the same with RA bill, he shall obtain signature of EIC on it. The Contractor shall also attach approved manual

attendance recorded during breakdown period of FRASM (if any) during that particular month along with RA bill.

(5) Before making payment of RA bill, Finance Department shall check the monthly attendance report of FRASM enclosed with RA bill and shall ensure that the number of labourers actually deployed are same as the condition of contract.

5.113 Individual quantity for any tender items of work may vary to any extent as required by DPA for which the contractor shall not submit any dispute/claim what-so-ever, so long as the total amount of such variation does not exceed plus or minus 30 % of the Total contract value awarded.

CONTRACTOR **EXECUTIVE ENGINEER (C)**

DEENDAYAL PORT AUTHORITY

SECTION 6

DRAWING

SECTION 7

BILL OF QUANTITIES

SECTION 8

FORMS OF SECURITIES AND OTHER FORMATS

FORMS OF SECURITIES AND OTHER FORMATS

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

Specimen EMD (Bank Guarantee Format)

[The Bank shall fill in this Bank Guarantee Form in association with the instructions indicated. **To be execute on Non-Judicial Stamp paper of appropriate value**]

_____(Bank's name and address of Issuing Branch or Office) Beneficiary:
_____(Name and Address of Employer/Board) Board of Deendayal Port Authority

Date: _____

Tender Guarantee No.: _____

We have been informed that [name of the Tenderer] (hereinafter called "the Tenderer") has submitted to you its Tender dated (hereinafter called "the Tenderer") for the execution of [name of contract] under Invitation for Tenders No. [Number]. Furthermore, we understand that, according to your conditions, Tenders must be supported by an EMD. At the request of the Tenderer, we [name of Bank] hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of [amount in figures] ([amount in words]) upon receiptby us your first demand in writing accompanied by a written statement stating that the Tenderer is in breach of its obligation(s) under the Tender conditions, because the Tenderer:

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

This guarantee will expire unless otherwise extended or informed by the Employer/Board:
(a) If the Tenderer is the successful Tenderer, upon our receipt of copies of the contract signed by the Tenderer and the performance guarantee issued to you upon the instruction of the Tenderer; or
(b) If the Tenderer is not the successful Tenderer, upon the earlier of
(i) Our receipt of a copy of your notification to the Tenderer of the name of the successful Tenderer; or
(ii) Twenty-eight days after the expiration of the Tenderer's tender or any extended period thereof.
Consequently, any demand for payment under this guarantee must be received by us at the office on or before that date.

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

SPECIMEN BANK GUARANTEE PERFORMANCE GUARANTEE/ SECURITY DEPOSIT

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

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

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

(Name of the contractor/s)

from the demand under the terms and condition of the contract, vide from the demand under the condition of the contract, vide_____'s letterNo_____

(Name of the Department)

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

2. We,_____, do hereby

(Name of Bank) (Name of Branch)

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

(Rupees_____)only.

3 We,_____, undertake to pay to
the(Name of Bank and Branch)
Board any money so demanded notwithstanding any dispute or disputes raisedby 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 thereunder and the Contractor(s) shall have no claim against us for making such payment.

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

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

5. We,_____further agree with the Board that
the (Name of Bank and Branch)
Board shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditionsof the said contract or to extend the time of performance by the said contract orto extend the time of performance by the said Contractors from time to time orto 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 relievedfrom 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 Boardor any indulgence shown by the board to the Contractors or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

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

7. It is also hereby agreed that the Courts in **GANDHIDHAM** city would have exclusivejurisdiction in respect of claims, if any, under this Guarantee.

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

9. Notwithstanding anything contained herein:
   (a) Our liability under this Bank Guarantee shall not exceed Rs. _____ (Rupees_____only);
   (b) This Bank Guarantee shall be valid up to_____; and
   (c) We are liable to pay the guarantee amount or any part thereof under this Bank Guarantee only and only if you serve upon us a written claim or demand on or before_____(date of expiry of Guarantee)."

Date_____day of _____ 20

For (Name of Bank)

(Name)

Signature

SPECIMEN BANK GUARANTEE FOR ADVANCE PAYMENT

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

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

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

(Name of the contractor/s)

from the demand under the terms and condition of the contract, vide from the demand under the condition of the contract, vide_____'s letterNo_____

(Name of the Department)

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

2. We,_____, do hereby

(Name of Bank) (Name of Branch)

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

(Rupees_____)only.

3 We,_____, undertake to pay to
the(Name of Bank and Branch)
Board any money so demanded notwithstanding any dispute or disputes raisedby 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 thereunder and the Contractor(s) shall have no claim against us for making such payment.

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

_____
(Name of the user department)
of the said certifies that the terms and conditions of the said contract have been fully and properly carried out by the said Contractors and accordingly discharge this guarantee. PROVIDED HOWEVER that the Bank shall be the request of theBoard 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.

10. We,_____further agree with the Board
that the (Name of Bank and Branch)
Board shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditionsof the said contract or to extend the time of performance by the said contract orto extend the time of performance by the said Contractors from time to time orto 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 relievedfrom 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 Boardor 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.

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

12. It is also hereby agreed that the Courts in GANDHIDHAM city would have exclusivejurisdiction in respect of claims, if any, under this Guarantee.

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

14. Notwithstanding anything contained herein:
    (a) Our liability under this Bank Guarantee shall not exceed Rs. _____ (Rupees_____only);
    (b) This Bank Guarantee shall be valid upto_____; and
    (c) We are liable to pay the guarantee amount or any part thereof under this Bank Guarantee only and only if you serve upon us a written claim or demand on or before_____(date of expiry of Guarantee)."

Date_____day of _____ 20

For (Name of Bank)

(Name)

Signature

SPECIMEN BANK GUARANTEE FOR STAGE PAYMENT

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

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

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

(Name of the contractor/s)

from the demand under the terms and condition of the contract, vide from the demand under the condition of the contract, vide_____'s letterNo_____

(Name of the Department)

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

2. We,_____, do hereby

(Name of Bank) (Name of Branch)

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

(Rupees_____)only.

3 We,_____, undertake to pay to
the(Name of Bank and Branch)
Board any money so demanded notwithstanding any dispute or disputes raisedby 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 thereunder and the Contractor(s) shall have no claim against us for making such payment.

15. We, _____further agree with the Board that the
(Name of Bank and Branch)
guarantee herein contained shall remain in full force and effect during the period that would be taken for performance of the said contract and that it shall continue to be enforceable till all the dues of the Board under or by virtue of the said contract have been fully paid and its claims satisfied or discharged or till the _____
(Name of the user department)
of the said certifies that the terms and conditions of the said contract have been fully and properly carried out by the said Contractors and accordingly discharge this guarantee. PROVIDED HOWEVER that the Bank shall be the request of theBoard 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.

16. We, _____further agree with the Board that the
(Name of Bank and Branch)
Board shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditionsof the said contract or to extend the time of performance by the said contract orto extend the time of performance by the said Contractors from time to time orto 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 relievedfrom 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 Boardor 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.

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

18. It is also hereby agreed that the Courts in GANDHIDHAM city would have exclusivejurisdiction in respect of claims, if any, under this Guarantee.

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

20. Notwithstanding anything contained herein:
    (a) Our liability under this Bank Guarantee shall not exceed Rs. _____ (Rupees_____only);
    (b) This Bank Guarantee shall be valid upto_____; and
    (c) We are liable to pay the guarantee amount or any part thereof under this Bank Guarantee only and only if you serve upon us a written claim or demand on or before_____(date of expiry of Guarantee)."

Date_____day of _____ 20

For (Name of Bank)

(Name)

Signature

DISPUTES REVIEW BOARD AGREEMENT

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

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

(1)

……..(2)

……..(3)

……..

[Note: Delete whatever is not applicable]

WITNESSETH, that

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

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

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

The DR Board Members:

(a) Shall have no financial interest in any party to the contract or the Nodal Officer or his nominee, or a financial interest in the contract, except for

payment for services on the DR Board.

(b) Shall have had no previous employment by, or financial ties to, any party to the contract, or the Nodal Officer or his nominee, expect for fee-based consulting services on other projects, all of which must be disclosed prior to appointment to the DR Board.

(c) Shall have disclosed in writing to the parties prior to signature of this Agreement any all recent or close professional or personal relationships with any director, officer, or employee of any party to the Nodal Officer or his nominee, and any and all prior involvement in the project to which the contract relates.

(d) Shall not, while a DR Board Member be employed whether as a consultant or otherwise by either party to the contract, or the Nodal Officer or his nominee, expect as a DR Board Member.

(e) Shall not, while a DR Board Member, engage in discussion or make any agreement with any party to the contract, or with the Nodal Officer or his nominee, regarding employment whether as a consultant or otherwise either after the contract is completed or after services as a DR Board Members.

(f) Shall be and remain impartial and independent of the parties and shall disclose in writing to the Employer/Board, the contractor, the Nodal Officer or his nominee, and one another any fact or circumstances which might be such to cause either the Port or the contractor to question the continued existing of the impartiality and independence required of DR Board Members.

3. Except for its participation in the DR Board activities as provided in the contract and in this Agreement none of the Employer / Board, the contractor, the Nodal Officer or his nominee, and one another any fact or circumstances which might be such to cause either the Employer/Board or the contractor to question the continued existence of the impartiality and independence required of DR Board Members.

4. The contractor shall:

a) Furnish to each DR Board Member one copy of all documents which the DR Board may request including contract document, progress report,

variation orders, and other document, pertinent to the performance of thecontract.

b) In co-operation with the Employer/Board, co-ordinate the site visits of the DR Board, including conference facilities and secretarial and copying services.

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

11. Procedure for disputes referred to the DR Board:

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

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

12. Conduct of Hearing:

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

b) The Employer/ Board, the Nodal Officer or his nominee and contractor shall have representatives at all hearing.

c) During the hearing, no DR Board Member shall express any opinion concerning the merit of any facet of the case.

d) After the hearing are concluded, the DR Board shall meet privately to formulate its Recommendation. All DR Board deliberation shall be conducted in private, with all individual views kept strictly confidential. The DR Board's Recommendations, together with an explanation of its reasoning shall be submitted in writing to both parties and t the Nodal Officer or his nominee. The pertinent contract provision, applicable laws and regulations, and the facts and circumstances involved in the dispute.

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

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

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

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

SPECIMEN FORMAT FOR DECLARATION

(To be executed on bidder's letter head)

To

_____

(Project Title)

Ref: _____

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

(a) The information furnished in our bid is true and accurate to the best of my knowledge.

(b) That in case of being pre-qualified, we acknowledge that the Employer may invite us to participate in due time for the submission of tender on the basis of provisions made in the tender documents to follow.

(c) When the call for tenders is issued, if the legal, technical or financial conditions, or the contractual capacity of the firm or joint venture changes, we commit ourselves to inform you and acknowledge your sole right to review the pre-qualification made.

(d) We enclose all the required pre-qualification data format and all other evaluation.

(e) We also state that no changes have been made by us in the downloaded tender document and also understand that in the event of any discrepancies observed, the printed tender document No._____is full and final for all legal/contractual obligations (delete if not required].

Date:
Place:
Name of the Applicant: _____

_____

Represented by (Name & Capacity)_____

_____

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

Date:

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

Dear Sir,

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

……

We confirm having issued the above-mentioned guarantee favoring yourselves, issued on account of M/s._____validity for expiry up to date_____and claim expiry date up to_____

We also confirm 1)_____2) _____is/are empowered to sign such Bank Guarantee on behalf of the Bank and his/their signatures is/are binding on the Bank.

Name of signature of Bank Officer

SPECIMEN LETTER OF AUTHORITY FOR SUBMISSION OF BID
(To be execute on Non-Judicial Stamp paper of appropriate value)

To
The (PORT Address)

Dear Sir,

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

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

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

[*specimen signature]*

Yours faithfully,

Signature:
Name & Designation:
For & on behalf of:

EXCEPTIONS AND DEVIATIONS

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

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

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

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

Date on _____day of _____, _____[insert date of signing]

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 ……..2024by 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 referredto 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 in **…**..... **(***Details of the works undertaken by the party***)**

(iii)…….

1.2. On behalf of Board of Deendayal Port Authority (hereinafter referred to as Employer II), the Chief Engineer, DEENDAYAL Port AUTHORITY has invited bids from the experienced, resourceful and bonafid Developers with proven technical and financial capabilities of executing the work Development of Container Terminal at Tuna-Tekra "Common Road connectivity from Take of point upto back up area" Stage-II (5 years Maintenance period)**of Smart Industrial Port City (SIPC) at Kandla-Gandhidham-Adipur Complex (3 years Maintenance period)."**

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 associationwith 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 hereinafter 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 fulfilment of all other conditions under the contract, upon receipt of payment of all amounts from the Employer and on settlement of accounts between the parties as hereinafter provided.

1.9. 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

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 eventof 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…….20...

(i) Signature Name

Designation seal &

Common seal of the

firm

(ii) Signature Name

Designation seal

&

Common seal of the firm

Witness1

Witness2

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

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

By this Power-of-Attorney **executed** on **this ….** day of …..(month) of 2023, 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 theentire execution of the contract including payment for the work of work Development of Container Terminal at Tuna-Tekra "Common Road connectivity from Take of point upto back up area" Stage-II (5 years Maintenance period)**of Smart Industrial Port City (SIPC) at Kandla-Gandhidham-Adipur Complex (3 years Maintenance period)."** 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

INTEGRITY PACT IN DEENDAYAL PORT AUTHORITY

The Central Vigilance Commission (CVC) has been promoting integrity, transparency, equity and competitiveness in transactions by various organizations of the Government of India. Public procurement is an area of concern for the CVC, and many steps have been taken to put proper systems in place. In this context, Integrity Pact (IP), a tool conceptualized and promoted by Transparency International, an international NGO, aimed at preventing corruption in public contracting, has been found useful. It has been decided by Ministry of Shipping that all organizations under the Ministry will implement IP. IP should cover every tender / procurement above a specified threshold value. The threshold value of contracts / procurements / transactions incorporating IP would be such that it covers 90% by value of all contracts / procurements / transactions of the organization in the last 3 years Presently the threshold is fixed as ₹50 Lakhs. IP essentially envisages an agreement between prospective vendors / bidders, and Deendayal Port Authority, committing the persons / officials of both sides not to resort to any corrupt practice in any aspect of the contract at any stage. Only those vendors / bidders, who commit themselves to IP with DPA, would be considered competent to participate in the bid process. Any violation would entail disqualification of the bidders and exclusion from future business dealings. IP, in respect of a particular contract should cover all phases of the contract, from the stage of Notice inviting Tender (NIT) / pre-bid stage, till the conclusion of the contract, i.e. final payment or the warranty / guarantee period. IP would be implemented through Independent External Monitor (IEM), who are eminent persons appointed by the organization, with approval of CVC. The term of appointment for an IEM would be 3 years Name of the IEM will be mentioned in NIT. The IEM would review independently and objectively assess, as to whether and to what extent parties have complied with their obligations under the IP. IEM would have access to all contract documents, whenever required. The bidders may raise disputes / complaints if any, with the IEM. The IEM would examine complaints received by them and give their recommendations / views to the Chairman of Port Authority. Recommendations of IEM would be in the nature of advice and would not be legally binding. Their role is independent in nature and the advice once tendered would not be subject to review at the request of the organization. Shri S.K. Sarkar, IAS (Retd.), Shri Saurabh Chaudry, IAS (Retd.) has been appointed IEM by DPA. Draft condition to be incorporated in the Draft Tender papers 1) Then bidder has to execute Integrity pact agreement with Deendayal Port Authority. As per Shri S.K. Sarkar, IAS (Retd.), Shri Saurabh Chaudry, IAS (Retd.) has been nominated as Independent External Monitor for Integrity Pact whose address is as under;

Address:-

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

Address:-

Dr. Gopal Dhawan, Ex-CMD,MECL
House No.120 Jal Shakti Vihar
(NHPC Society) P4 ,Builder Area
Greate Noida Gautam Budh Nagar
Utter Pradesh-204 315
Mobile No-8007771467
Email: gdhawangeologist@gmail.com

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

Appendix

INTEGRITY PACT
Between
Deendayal Port Authority (DPA) hereinafter referred to as **"The Principal"**
and
…….(Name of The bidders and consortium members) hereinafter referred to as **"The Bidder / Contractor"**

Preamble

The Principal intends to award, under laid down organizational procedures, contract(s) / concession(s) for Tender No. ……. The Principal values full compliance with all relevant laws of the land rules, regulations, economic use of resources and of fairness / transparency in its relations with its Bidder(s) and / or Contractor(s).
In order to achieve these goals, the Principal will appoint Independent External Monitors (IEMs), who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

Section 1 - Commitments of the Principal

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

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

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

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

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

Section 4 - Compensation for Damages

(1) If the Principal has disqualified the Bidder(s), from the tender process prior to the award, according to Section 3, the Principal is entitled to demand and recover the damages equivalent to Earnest Money Deposit / Bid Security.
(2) If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to Section 3, the Principal shall be entitled to demand and recover from the Contractor, liquidated damages of the Contract Value or the amount equivalent to Security Deposit / Performance Bank Guarantee, whichever is higher.
(3) The Bidder(s) agrees and undertakes to pay the said amounts, without protest or demur, subject only to condition that, if the

Bidder(s) / Contractor(s) can prove and establish that the termination of the contract, after the contract award has caused no damage or less damage than the amount of the liquidated damages, the Bidder/Contractor shall compensate the principal, only to the extent of the damage in the amount proved.

Section 5 - Previous transgression

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

Section 6 - Equal treatment of all Bidders / Contractors

(1) In case of a Joint Venture, all the partners of the Joint Venture should sign the Integrity Pact.
(2 In case of sub-contract, the principal Contractor shall be solely responsible for the adherence to the provision of IP by the – 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.

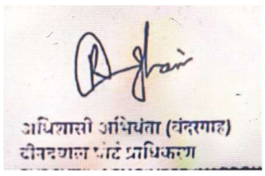
Section 9 - Pact Duration

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 membe₹
(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.



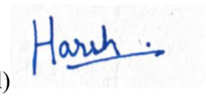
(For & on behalf of the Principal)

(Office Seal)
Place : Gandhidham
Date : ____/____/2025

(For & on behalf of the
Bidder/Contractor J/V lead partner)
(Office Seal)

_____
Witness
Sign

_____
Witness



AXEN (Civil)

Deendayal Port Authority
(Name & Address)

Sign

(Name & Address)

Note : The bidder has to execute Integrity Pact agreement with Deendayal Port Authority (as per Bid Response Sheet No.10 and Shri Amiya Kumar Mohapatra IFoS, (Retd.)and Dr. Gopal Dhawan,Ex-CMD,MEC have been appointed by DPA as independent External Monitors and whose address are as under:

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

Dr. Gopal Dhawan,Ex-CMD,MECL
House No.120 Jal Shakti Vihar
(NHPC Society) P4 ,Builder Area
Greate Noida Gautam Budh Nagar
Utter Pradesh-204 315
Mobile No-8007771467
Email: gdhawangeologist@gmail.com

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

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

DECLARATION BY THE PARTY :-

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

Signature of the Party
With the seal

FORMAT OF BID SECURITY DECLARATION FROM BIDDERS
(On Bidders Letter head)
Bid Security Declaration Form

Date:-

Tender No.

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

I/We. The undersigned, declare that:

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

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

a) have withdrawn/modified/amended, impairs or derogates from the tender, my/our Bid during the period of bid validity specified in the form of Bid; or

b) having been notified of the acceptance of our Bid by the purchaser during the period of bid validity (i) fail or reuse to execute the contract, if required, or (ii) fail or refuse to furnish the Performance Security, in accordance with the Instructions to Bidders.

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

( )

Signed: (insert signature of person whose name and capacity are shown) in the capacity of (insert legal capacity of person signing the Bid Securing Declaration)
( )
Name: (insert complete name of person signing the Bid Securing Declaration)
Duly authorized to sign the bid for an on behalf of (insert complete name of Bidder)
Dated on _____day of _____(insert date of signing)
Corporate Seal (where appropriate).

(Note: In case of a Joint Venture, the Bid Securing Declaration must be in the name of all partners to the Joint Venture that submits the bid)

FORM-8 A
FORMAT FOR INSURANCE SURETY BOND FOR PERFORMANCE GUARANTEE
(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
the Port of Kandia,
Deendayal Port Authority
A.O. Building, P.O.
Box No. 50, Gandhidham-Kutch.

Dear Sirs.

In consideration of the Board of Deendayal Port Authority of the Port of DEENDAYAL PORT AUTHORITY (hereinafter called "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 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)

…… ……..

(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.

   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.

   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-23 A

Format of Insurance Surety Bond for Earnest Money Deposit

(To be executed on Non-Judicial Stamp Paper of Appropriate value)

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

(Name of Contract)

To: (Name and address of Employer)

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

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

THE CONDITIONS of this obligation are as follows:

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

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

   (a) fails or refuses to sign the Contract Agreement when required, or

   (b) fails or refuses to submit the performance security in accordance with the Tender Documents.

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

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

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

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/initialled by the executing officers and the last page shall be signed in full, indicating the particulars as aforesaid (sub-para 2) under the seal of the Insurance Company

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

5. Irrevocable, valid and fully enforceable Insurance Surety Bond in favour of the Employer (Name of Employer) issued by any Insurance Company registered under insurance Ac amended from time to time and approved by the insurance Regulatory Development Authority of India (IRDA) in Indian currency (INR) only is acceptable to the Employer.

6. Insurance Surety and for Bid security in original shall be submitted along with the Bid. However, the issuing Insurance Company shall submit an unstamped duplicate copy of Insurance Surety Bond directly by registered post (A.D.) to the Employer (authority inviting tenders) with forwarding letter.