

DEENDAYAL PORT AUTHORITY



TENDER DOCUMENTS FOR

Scaling up the 1 MW Plant by additional 5 MW, Green Hydrogen Plant in DPA with capabilities to further enhance up to 10 MW in future by using Common Infrastructure Facilities – Civil Work

**EXECUTIVE ENGINEER (P)
PROJECT DIVISION
DEENDAYAL PORT AUTHORITY
ROOM NO. 110, ANNEXE,
ADMINISTRATIVE OFFICE BUILDING
GANDHIDHAM (KUTCH) -370210
GUJARAT
Mobile – 97243 01528**

E-mail: kptprojectdivision@gmail.com

INDEX

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 and other Formats

DEENDAYAL PORT AUTHORITY

DC: 1

COMPETITIVE BIDDING

BID NO: Project: P-01/2026

Name of work: "Scaling up the 1 MW Plant by additional 5 MW, Green Hydrogen Plant in DPA with capabilities to further enhance up to 10 MW in future by using Common Infrastructure Facilities – Civil Work"

PERIOD OF DOWNLOADING OF BID DOCUMENTS

FROM	: DATE 16/03/2026
TO	: DATE 16/04/2026 TIME 16:00HRS.
LAST DATE AND TIME FOR RECEIPT OF BIDS	: DATE 16/04/2026 TIME 16:00HRS
TIME AND DATE OF OPENING OF BIDS	: DATE 16/04/2026 TIME 16:15HRS.
PLACE OF OPENING OF BIDS	: OFFICE OF EXECUTIVE ENGINEER (P)
	: PROJECT DIVISION
	: DEENDAYAL PORT AUTHORITY
	: ROOM NO.110, ANNEXE,
	: ADMINISTRATIVE OFFICE BUILDING,
	: GANDHIDHAM (KUTCH) -370210.

OFFICER INVITING BIDS	:	EXECUTIVE ENGINEER (P)
		DEENDAYAL PORT AUTHORITY

DEENDAYAL PORT AUTHORITY

NOTICE INVITING TENDER

Tender No. P-01/2026

ONLINE TENDERING (E- Tendering)

NAME OF WORK: Scaling up the 1 MW Plant by additional 5 MW, Green Hydrogen Plant in DPA with capabilities to further enhance up to 10 MW in future by using Common Infrastructure Facilities – Civil Work

E/Online Tenders are invited by EXECUTIVE ENGINEER (P) for the above work as per the details given in the table below.

Work Description	Tender Fee (In Rs.)	Estimated cost. (In Rs.)	Bid Security	Date of Pre- Bid Meeting	Last Date and time of online Submission of bid documents	Date and time of online opening
Scaling up the 1 MW Plant by additional 5 MW, Green Hydrogen Plant in DPA with capabilities to further enhance up to 10 MW in future by using Common Infrastructure Facilities – Civil Work	5900/- (INCLUDING GST @ 18 %) to be paid in digital mode of payment. Details are mentioned below: - Beneficiary: Deendayal Port Authority. Bank of Baroda Gandhidham Branch Account No: 10080100022427 IFSC code. BARBOGANKUT)	Rs. 22,05,75,546.00	Rs. 44.12 Lakhs in the form of an Insurance Surety Bond from an IRDAI-approved insurance company or a Bank Guarantee issued by any Nationalised/Scheduled Bank (excluding Co-operative Banks) having a branch at Gandhidham, in the prescribed format provided in the tender documents.	Not Applicable	Up to 16:00 hours on 16/04/2026	16/04/2026 @ 16:15 Hrs.

Detailed tender notice along with complete tender documents can be downloaded from website <https://tender.nprocure.com> from **16/03/2026 to 16/04/2026 @ 16:00 Hrs.** Tender Notice is also available on www.deendayalport.gov.in. Technical Bid will be opened on **16/04/2026 @ 16:15 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 (P), PROJECT DIVISION DEENDAYAL PORT AUTHORITY ROOM NO.200, 2nd FLOOR, NIRMAL**

BHAVAN BUILDING, NEW KANLDA KACHCHH-370210during working hours before the last date and time of downloading of tender documents.

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

DEENDAYAL PORT AUTHORITY,
KANDLANOTICE INVITING ON LINE TENDER

Details about E/Online tender:

Department Name	Civil Engineering Department
Circle/ Division	PROJECT DIVISION
Tender Notice No.	P-01/2026
Name of Work	Scaling up the 1 MW Plant by additional 5 MW, Green Hydrogen Plant in DPA with capabilities to further enhance up to 10 MW in future by using Common Infrastructure Facilities – Civil Work
Estimated Contract Value (INR)	Rs. 22,05,75,546.00
Period of Completion (in Months)	12 Months
Bidding Type	Open
Bid Call (Nos.)	One
Tender Currency Type	Single
Tender Currency Settings	Indian Rupee (INR)
Minimum Pre-Qualifying / Eligibility Criteria :	1. Average annual financial turnover during the last three years ending 31st March 2025, should be at least Rs. 661.73 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. 2. Experience of having successfully completed or substantially completed similar works during last 7 years ending last day of month previous to the one in which applications are invited should be either of the following: Three similar completed works, each work costing not less than Rs. 882.30 Lakhs (Excluding GST). Or Two similar completed works, each work costing not less than Rs. 1102.88 Lakhs (Excluding GST).

Or

One similar completed work, costing not less than **Rs. 1764.60 Lakhs** (Excluding GST).

“Similar Work” means construction of **Industrial / Institutional / Commercial buildings** involving **RCC framed structures with piling**, structural steel works, external development works such as roads, drainage, fencing, boundary wall, and complete civil, architectural and finishing works, executed during the last **7 years** ending last day of the month previous to the one in which applications are invited.

If the tenderer has executed “Similar works” in any Contract/Project/BOT Project/Turnkey Project etc., which meets the requirement of MQC, such experience shall also be considered for evaluation

"If the similar work is executed as sub-contractor, the contract experience shall be considered for pre-qualification only, if same is carried out in Govt. / Semi Govt. / Autonomous Body working under GoI / Public Sector Undertakings subject to submission of sub-contract permission issued by the respective authority prior to execution of the work. Further, if subcontract is not authenticated, the respective party shall be considered non-responsive. The decision taken by DPA shall be final.

It is mandatory to upload the sub-contract permission letter obtained from the respective authority. Also, the completion Certificate / Form 3A authenticated by concern respective authority shall be uploaded along-with TDS certificate deducted from that particular work issued by the competent authority shall be submitted along-with bid submission". The decision taken by DPA with regard to Sub-contract work experience shall be final and binding to bidder.

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.

3. Joint Venture

- i. In case of JV, to qualify experience in similar works, merging of work order value executed by two or more of its members of JV either as a whole or as member of JV shall not be permitted to qualify eligible works in terms of similar completed works. Only No. of work orders completed works by member of JV shall be merged to evaluate the experience.
- ii. Lead partner should have executed at least one similar work costing **Rs. 882.30 Lakhs** as per Minimum Eligibility Criteria.
- iii. The works reckoned for the above purpose are those executed by the tenderer as prime contractor or proportionately as member of joint venture or as a sub-contractor, authorized and approved by the Employer of the work(s) against which the tenderer has claimed his experience.
- iv. In case of Bid submitted by JV/Consortium, the lead partner of the JV shall meet the minimum Eligibility criteria of Financial Turnover.
- v. Bid Security required shall be furnished by lead member of JV.

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

Assessed Available Bid capacity **$A \times M \times N - B$**

Where, "N" = Number of years prescribed for completion of the subject contract.

"A" = Maximum value of engineering works executed in any one year 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)

“B” = Value (updated at current price level) of 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.

5. Integrity Pact Agreement need to be submitted online during technical bid stage as per format available in tender document **(Annexure I)** and as per the procedure mentioned below, failing which bid submitted by the bidder will be considered non-responsive. In case of Joint Venture, IP agreement needs to be executed in the name of JV and all the parties of JV need to stamp and sign the agreement,

Procedure for signing and submission of Integrity Pact:

1. The IP duly signed by Employer/Authorized Person (of DPA) in presence of a witness along with the witness signature shall be uploaded on n-procure portal.
2. The bidder shall download and print the IP Agreement signed by the Employed and their witness and affix his/her signature on the IP Agreement in the presence of a witness from his/her side, who shall also affix his/her signature thereof. Having completed the signing procedure, the Potential bidder shall upload the duly filled and signed IP Agreement on n-procure portal.
3. The procedure mentioned above regarding signing IP Agreement by both the parties 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 the bidder shall submit the Hard Copy of the duly filled, signed IP Agreement to the Department concerned of DPA within a period of seven days and prior to opening of the Technical Bid, failing which bid of potential bidder shall be treated as disqualified / non-responsive.
4. If the Bidder / Contractor is a partnership or a consortium, IP agreement must be signed by all partners or consortium members failing which bid will be considered as non-responsive.

Joint Venture	Applicable
Rebate	Applicable (Unconditional rebate submitted online before due date of submission of bid)
Bid Document Fee:	Rs. 5900/- (including GST) to be paid through digital mode of payment. The details are as under; Beneficiary: Deendayal Port Authority. Account No. 10080100022427 IFSC Code BARB0GANKUT Bank & Branch: Bank of Baroda, Gandhidham
BID Security	Rs. 44.12 lakhs.
Bid Document Downloading Start Date	16/03/2026
Bid Document Downloading End Date	16/04/2026 up to 16:00 Hrs.
Date & Place of Pre-Bid Meeting	NIL
Last Date & Time for Receipt of Online Bids	16/04/2026 @ 16:00 Hrs.
Bid Validity Period	120 Days from the date of opening of Technical bid.
Condition	Tender Fees by digital mode of payment Beneficiary: Deendayal Port Authority, Account No. 10080100022427 IFSC Code BARB0GANKUT, . The proof for transfer of funds to be submitted in Technical bid stage. The bid/tender shall be accompanied by a Bid Security (EMD) in the prescribed format, provided as an Insurance Surety Bond issued by an IRDAI-approved insurance company or a Bank Guarantee issued by a Nationalised/Scheduled Bank (except Co-operative Banks) having a branch at Gandhidham. The bid/Tender not accompanied with Integrity Pact agreement, Tender fee and EMD shall not be considered during evaluation and their technical and price bid will not be opened. The above shall be submitted in electronic format through online (by scanning) while uploading the bid. This submission shall mean that Integrity Pact agreement, EMD and Tender Fee are received. “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 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”.

NIC codes regarding similar work is mentioned below:

SECTION F	CONSTRUCTION
Division 41	Construction of buildings
Group 410	Construction of buildings
Class 4100	Construction of buildings
Sub-Class 41001	Construction of buildings carried out on own-account basis or on a fee or contract basis
Division 43	Specialized Construction activities
Group 433	Building Completion and finishing
Class 4330	Building Completion and Finishing

Bidders submitting MSME certificate for claiming relaxation for tender fee and EMD need to submit their bid along with bid securing declaration form (**Annexure II**) duly filled and signed without which their offer will be treated as non-responsive.

Accordingly offer of only those shall be opened whose Integrity Pact, EMD and Tender Fee is received electronically. However, bidder shall send the same in original along with hardcopy 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 (P), PROJECT DIVISION, DEENDAYAL PORT AUTHORITY, ROOM NO.110, ANNEXE, ADMINISTRATIVE OFFICE BUILDING, GANDHIDHAM (KUTCH) -370210** within (7) seven days from the date of opening.

Remarks

Submission of E.M.D. Tender Fee and other Documents during office hours: WITHIN SEVEN (7) days from the date of opening of bid, by R.P.A.D /Speed post or in person in the chamber **EXECUTIVE ENGINEER (P), PROJECT DIVISION, DEENDAYAL PORT AUTHORITY, ROOM NO.110, ANNEXE, ADMINISTRATIVE OFFICE BUILDING, GANDHIDHAM (KUTCH) -370210**.

- (i). For the purpose of realization, bidder shall send all the documents in original along with hard copy of tender (sealed & signed of authorized person), and other PQ documents through R.P.A.D/Speed post or in person in the chamber of Executive Engineer (P) within 7 days from the date of opening.

(ii). **"Substantially completed works "means** an ongoing work in which payment equal to or more than 90% of the present contract value has been made to the contractor in that ongoing contract, and the work or a major part of it is in a usable condition for its intended purpose. No proceedings for termination on account of the contractor's default should be pending in such cases. The Engineer – in – Charge or the Employer shall issue a certificate of substantial completion containing two parts.

Part – I shall contain both financial of the work executed and certified for payment as a percentage of total current contract value, and

Part – II shall contain 'certificate of functional completion of the work or a major part of it'. To remain valid for prequalification or tender evaluation, such certificates should have been issued on or before the last day of month previous to the one in which applications are invited.

Bid Opening Date

Technical Bid will be opened on **16/04/2026 @ 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. Documents in support of fulfilling qualifying criteria as indicated above.
- b. EMD (Bid Security in form of B.G to be submitted in prescribed format (As per section 8)
- c. As indicated in clause 1.4 of section 1 – Instructions to bidders.
- d. Integrity Pact agreement,

Procedure for signing Integrity Pact:

1. The IP duly signed by Employer/Authorized Person (of DPA) in presence of a witness along with the witness signature shall be uploaded on n-procure portal.
2. The bidder shall download and print the IP Agreement signed by the Employed and their witness and affix his/her signature on the IP Agreement in the presence of a witness from his/her side, who shall also affix his/her signature thereof. Having completed the signing procedure, the Potential bidder shall upload the duly filled and signed IP Agreement on n-procure portal.

3. The procedure mentioned above regarding signing IP Agreement by both the parties 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 the bidder shall submit the Hard Copy of the duly filled, signed IP Agreement to the Department concerned of DPA within a period of seven days and prior to opening of the Technical Bid, failing which bid of potential bidder shall be treated as disqualified / non-responsive.

4. If the Bidder / Contractor is a partnership or a consortium, IP agreement must be signed by all partners or consortium members failing which bid will be considered as non-responsive.

Officer- Inviting Bids:	EXECUTIVE ENGINEER (P), DEENDAYAL PORT AUTHORITY
Bid Opening Authority:	EXECUTIVE ENGINEER (P), DEENDAYAL PORT AUTHORITY
Address:	EXECUTIVE ENGINEER (P), PROJECT DIVISION, DEENDAYAL PORT AUTHORITY, ROOM NO.110, ANNEXE, ADMINISTRATIVE OFFICE BUILDING, GANDHIDHAM (KUTCH) -370210
Contract Details:	Mobile – 97243 01528

EXECUTIVE ENGINEER (P),

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 GNFC Ltd.,
(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)
For further details, amendments or extension of time, if any, please visit
<https://tender.nprocure.com> OR www.deendayalport.gov.in

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

1. Information and instructions for Contractors will form part of NIT and to be uploaded on website.
2. The intending bidder must have class-III digital signature to submit the bid.
3. The Bid Document as uploaded can be viewed and downloaded free of cost by anyone including intending bidder. But the bid can only be submitted after uploading the mandatory scanned documents such as a Receipt of EMD in form of Insurance Surety Bond/Bank Guarantee, Tender Fee in form of online Digital mode of Payment.
4. Bidders may modify or withdraw their bids before last date and time of submission of bid as notified.
- 5.
6. While submitting the modified bid, the contractor can revise the **percentage rate** any number of times, but before the last time and date of submission of the bid as notified. 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.
13. The bidder shall quote their percentage **"Above," "Below," or "At Par"** on the total estimated cost. If a bidder does not quote a percentage or leaves the bid cell blank, such a bid shall be treated as non-responsive and shall be summarily rejected. If the bidder quotes "0" (ZERO) or "Nil" in the percentage column, it shall be treated as a quote "At Par" with the estimated rates. The Draft information and instructions to Contractors may be modified suitably by NIT approving authority as per requirement.
14. All the mandatory document required/prescribed for Pre-qualification have to be enclosed by the bidder failing which his offer shall be rejected and treated as non-responsive. However, additional documents required if any for verification of the original documents shall be submitted by the bidder if required by DPA.

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

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

Bid Document.

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

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

SECTION -1

INSTRUCTIONS TO BIDDERS

A. GENERAL

1.1 Scope of Bid

The Executive Engineer, Project Division, Deendayal Port Authority, invites bids by E-Tendering for the work of “**Scaling up the 1 MW Plant by additional 5 MW, Green Hydrogen Plant in DPA with capabilities to further enhance up to 10 MW in future by using Common Infrastructure Facilities – Civil Work**” detailed in the table given in NIT. The bidders shall submit on-line bids for the work detailed in the table given in NIT.

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

1.2 Source of Funds

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

1.3 Eligible bidder.

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

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

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

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

1.4 Eligibility Criteria

- 1.4.1. **a.** Experience of similar works executed during the last seven years, and details like monetary value, clients, and proof of satisfactory completion.
- b.** Documentary evidence of adequate financial standing and proof from client for satisfactory completion of works.
- c.** Deleted. **(Refer Sec-5)**
- d.** Equipment requirement/schedule. **(Refer Sec-5)**
- e.** Managerial/Manpower requirement. **(Refer Sec-5)**
- f.** Project Planning and Quality Control procedure to be adopted.
- g.** Information regarding projects in hand, current litigation, orders regarding exclusion, expulsion or 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 Clause 'A' of Sec-5)**
- 1.4.2. If the Employer has not undertaken pre-qualification of potential bidders, all bidders shall include the following information and documents with their bids.
- a.** Copies of original documents defining the constitution or legal status, place of registration, and principal place of business, written power of attorney of the signatory of the Bid to commit the Bidder.
- b.** Total monetary value of construction work performed for each of the last five years.
- c.** Experience in works of a similar nature and size for each of the last five years, and details of works underway or contractually committed, and Employers who may be contacted for further information on those contracts.
- d.** Major items of construction equipment proposed to carry out to the contract. **(Modified Refer – Sec 5)**
- e.** Qualifications and experience of key technical site management and technical personal proposed for the contract
- f.** Reports on the financial standing of the Bidder, such as profit and loss statements and auditor's reports for the past five years.

- g. Evidence of adequacy of working capital for this contract (access to line(s) of credit and availability of other financial resources).
- h. Authority to seek references from the Bidder's bankers.
- i. Information regarding any litigation, current or during the last five years, in which the Bidder is involved, the parties concerned, and disputed amount.
- j. Proposal for subcontracting components of the works amounting to more than 10 percent of the Bid Price (for each qualification should attached); and **(Refer Clause 'A' of Sec-5)**
- k. The methodology and program of construction, backed with equipment planning and deployment, duly supported with broad calculations and quality control procedures and completion of the work as per technical specifications within the stipulated period of completion as per milestones.
- l. PAN, Registration with Service Tax (GST), Provident Fund Authorities, etc.
- m. bank in approved form as prescribed under ClauseNo.1.16.

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

- i. Average annual financial turnover during the last three years ending 31st March 2025 should be at least **Rs. 661.73 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.
- ii. Experience of having successfully completed or substantially completed similar works during last 7 years ending last day of month previous to the one in which applications are invited should be either of the following.
 - a. Three similar completed works each work costing not less than **Rs. 882.30 Lakhs** (Excluding GST).
 - or**
 - b. Two similar completed works each work costing not less than **Rs. 1102.88 Lakhs** (Excluding GST).
 - or**
 - c. One similar completed work costing not less **Rs. 1764.60 Lakhs** (Excluding GST).

iii. "Similar Work" means construction of Industrial / Institutional / Commercial buildings involving RCC framed structures with piling, structural steel works, external development works such as roads, drainage, fencing, boundary wall, and complete civil, architectural and finishing works, executed during the last 7 years ending last day of the month previous to the one in which applications are invited. **If the Bidder has completed works in a private organization as stipulated in the Minimum Qualification Criteria (work experience), the following documents must be enclosed with the BID for consideration:**

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

If the tenderer has executed "Similar works" in any Contract/Project/BOT Project/Turnkey Project etc., which meets the requirement of MQC, such experience shall also be considered for evaluation

- iv. "If the similar work is executed as sub-contractor, the contract experience shall be considered for pre-qualification only, if same is carried out in Govt. / Semi Govt. / Autonomous Body working under GoI / Public Sector Undertakings subject to submission of sub-contract permission issued by the respective authority prior to execution of the work. Further, if subcontract is not authenticated, the respective party shall be considered non-responsive. The decision taken by DPA shall be final.

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

In addition to above, the criteria regarding satisfactory performance of the work, Personnel, establishment, plant, equipment, etc. may be incorporated according to the requirement of the project. To qualify for a package of contracts made up of this and other contracts for which bids are invited in the NIT, the bidder must demonstrate having experience and resources sufficient to meet the aggregate of the qualifying criteria for the individual contracts. **(Refer Clause 'A' of Sec-5)**

- 1.4.4. 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. **(Not Applicable please 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 Clause 'A' of Sec-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:

Assessed Available Bid capacity = A X M X N – B

"A" = Maximum value of works executed in any one year during last Five years (at 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 subject contract.

“B” = Value at current price level of existing commitments and ongoing works to be completed in the next ‘N’ years.

Note: For bring the value of works to current level, following multiplying factors shall be applicable with reference to escalation based on WPI.

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., and/or

1.5 One Bid per Bidder

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

1.5.2 Joint Venture (Modified Refer – Sec 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 to be indicated by bidders, however JV has to designate in their MOU. The firms with at least 26% equity holding each be allowed to jointly meet the eligibility criteria.

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

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

1.6 Cost of Bidding

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

1.7 Site Visit

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

B. Bidding Documents

1.8 Content of Bidding Documents

- 1.8.1 The set of bidding documents comprises the documents listed in the table below and 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 and other Formats

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 – Sec – 5 Not Applicable)**

1.8.2.1 Bidding documents shall be downloaded. The documents should be complied filled and submitted through on-line tendering process on website <https://tender.nprocure.com>

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

1.9 Clarifications of the Bidding Documents

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

1.9.2 Pre – bid meeting. **(Refer Sec – 5 Not Applicable)**

1.9.2.1 The bidder or his official representative is invited to attend a pre-bid meeting, which will take place on (Not Applicable) @ __ Hrs. at Old Board Room, A.O. Building, Deendayal Port Authority, Gandhidham - Kutch, Gujarat.

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

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

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

1.10. Amendment of Bidding Documents

- 1.10.1 Before the deadline for submission of bids, the Employer may modify the bidding documents by using addendum.
- 1.10.2 Any addendum thus issued shall be part of the bidding documents and shall be communicated by uploading online on <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, tender fee, Integrity Pact and Bid Securing Declaration (In case of MSME certificate submitted)
- ii) Qualification Information Form and Document (Pursuant to clause 1.4 hereof) and any other materials required to be furnished and submitted by the bidder in accordance with these instructions. The documents listed under Sections 2, 4 and 7 of Sub-Clause 1.8.1 shall be filled in without exception.

B) Financial Bid

i) Contractor's Bid

1.13 Bill of Quantities (BOQ) duly filled by the Bidder by quoting a single overall percentage (At Par / Above / Below) the total estimated cost, and digitally signed by the Bidder. 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 quote a single overall percentage (at par, above, or below) the total estimated cost as described in the Bill of Quantities. This quoted percentage shall apply uniformly to all items mentioned in the Schedule – B. Any item not explicitly priced within the estimated schedule but required for completion shall be deemed to be covered by the bidder's overall quoted percentage. The Bill of Quantities must be digitally signed and uploaded on the portal by the bidder, which shall be considered as the authentication of all pages of the document."

1.13.3 All duties, taxes, and other levies payable by the contractor under the contract, or for any other cause, shall be deemed to be included in the Percentage (Above/Below/At Par) quoted by the Bidder against the total estimated cost (Excluding GST). The GST shall be paid/reimbursed separately as per prevailing government norms."

1.13.4 The overall percentage (At Par / Above / Below) quoted by the bidder and the resulting contract price shall be subject to adjustment during the performance of the contract, strictly in accordance with the Price Adjustment provisions specified in Clause 3.47 of the Conditions of Contract." (Not applicable – Refer Section 5)

1.14 Currencies of Bid and payment

The total bid value and the contract prices shall be quoted by the bidder entirely in Indian Rupees.

1.15 Bid Validity

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

1.15.2 In exceptional circumstances, prior to expiry of the original time limit, the Employer may request that the bidders may extend the period of bid validity for a specified additional period. The request and the bidders' responses shall be made

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

1.16 Bid Security

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

1.16.2 The EMD of up to Rs. 5 Lakhs be payable via digital mode of payment in Bank of Baroda, Gandhidham Account No. 10080100022427 IFSC Code BARB0GANKUT . The proof for transfer of funds to be submitted in Technical bid stage. EMD beyond Rs. 5 lakhs be payable for the entire amount in form of Insurance Surety Bond from an IRDAI-approved insurance company or Bank Guarantee from any Nationalized /Scheduled Bank (except Co-operative Banks) having its branch at Gandhidham. Bank Guarantee submitted as Earnest Money shall be valid for 28 days beyond the validity of the bid/tender. Bank Guarantee shall be verified independently by the Port with the bank before finalization of technical offer. In the event of lack of confirmation of issue of the Bank Guarantee by the Bank, the bid shall stand disqualified.

1.16.3 EMD of unsuccessful bidders other than L1 and L2 will be refunded immediately after ranking of price bids.

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

1.16.5 The bid security of the successful bidder (L1) and L2 will be discharged (refunded after L1 has signed the Agreement and furnished the required Performance security.

1.16.6 The Bid security may be forfeited, if.

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

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

1.16.7 “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 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 a scanned copy of valid certificate, as well as duly filled in and signed ‘**Bid Securing Declaration**’ as per format provided in the tender document (**Annexure II**), failing which the bid shall be disqualified.

NIC codes (construction- related only) regarding similar work are mentioned below:

SECTION F	CONSTRUCTION
Division 41	Construction of buildings
Group 410	Construction of buildings
Class 4100	Construction of buildings
Sub-Class 41001	Construction of buildings carried out on own-account basis or on a fee or contract basis
Division 43	Specialized Construction activities
Group 433	Building Completion and finishing
Class 4330	Building Completion and Finishing

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 (A) The bidder shall put Bid security document as per clause No.1.16, hereof in

one envelope and properly seal and mark as “Bid Security”. The bidder shall put documents mentioned in clause No: 1.12.1.A (ii) in separate envelope and properly seal and mark as “Technical Bid”.

The bidder shall seal “Financial Bid” as per Clause No: 1.12.1. (B) Here of, in separate envelope duly marking the envelope as “Financial Bid”. These envelopes than be put inside one outer envelope and sealed, duly marking the outer envelope as “Technical Bid and Financial Bid”. **(Not Applicable. Please Refer Section-5)**

- 1.19.2 (B) Bidders who wish to participate will have to procure/ should have legally valid Digital Certificate, as per Information Technology Act-2000, using which they can sign their electronic bids. The bidders can procure the Digital Certificate from (n) code solutions a division of GNFC Ltd, who are licensed certifying authority by Government of India. All bids should be digitally signed. For details regarding Digital signature certificate and related matters, the below mentioned address should be contacted: (n) code Solutions, A Division of GNFC, 304 GNFC Info tower, Bodakdev, Ahmedabad. Tel. +91 79 26857316/17/18 Fax: +91 79 26857321 E-mail: nprocure@ncode.in Toll Free Number: 1-800-233-1010 **(Refer Section – 5 – Not Applicable)**

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

- 1.19.3 The envelopes shall **(Refer Section – 5 – Not Applicable)**

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

{Insert address of office for bid submission}, and

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

Bid for **“Scaling up the 1 MW Plant by additional 5 MW,
Green Hydrogen Plant in DPA with capabilities to
further enhance up to 10 MW in future by using**

Common Infrastructure Facilities – Civil Work ."

Bid reference no **P-01/2026**

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

1.23) Name and address of the bidder.

The tender complete in all respect should be put in the tender box (marked tender No P-01/**2026**) in the office of The Executive Engineer(P) 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. **(Refer Section – 5 – Not Applicable)**

1.20 Deadline for submission of the Bids

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

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 documents under acknowledgment with a condition that the printed version of the port tender document will be treated as authentic tender and if any discrepancy is noticed at any stage between the Port's tender document and the one submitted by the tenderer, the conditions mentioned in the Port's printed

document.

Insert time and date; this should be the same as those given in the invitation for Bids ClauseNo.1.20.

1.21 Late Bids

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

1.22 Modification and Withdrawal of Bids

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

- 1.22.2 Each Bidder's modification or withdrawal notice shall be prepared, sealed, marked, and delivered in accordance with Clauses 1.18 & 1.19, with the outer and inner envelopes additionally marked "MODIFICATION" or "WITHDRAWAL" as appropriate. **(Refer Section – 5 – Not Applicable)**

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

E. BID OPENING AND EVALUATION

1.23 Bid opening.

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

- 1.23.2 Envelopes marked "WITHDRAWAL" shall be opened and read out first. Bids for which an acceptable notice of withdrawal has been submitted pursuant to Clause

1.22 shall not be opened. Bidder's name, withdrawals, modifications of technical bid, the presence of bid security and such other details, as the Employer may consider appropriate will be announced by the Employer at the opening. **(Refer Section – 5 – Not Applicable)**

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.

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 – Not Applicable)**

1.24 Process to be confidential.

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

1.25 Clarification of Bids

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

permitted except as required to conform the correction of arithmetic errors discovered by the Employer in the evaluation of the Bids in accordance with Clause 1.27.

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

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

1.26 Examination of Bids and Determination of Responsiveness

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

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

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

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

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 percentage quoted in figures and in words, the percentage in words shall govern; and the total tender amount shall be corrected accordingly, and
- (b) Where there is a discrepancy between the quoted percentage and the total amount, the percentage quoted by the contractor shall govern and the total amount shall be corrected accordingly

1.27.2 The amount stated in the Bid will be adjusted by the Employer in accordance with the above procedure for the correction of errors and, with the concurrence of the Bidder, shall be considered as binding up on the bidder. If the bidder does not accept the corrected amount the Bid will be rejected, and the Bid security may be forfeited in accordance with Sub- Clause1.16. F. (B).

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 to Clause1.27;
- (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.

1.30 NIL.

F. AWARD OF CONTRACT

1.31 Award Criteria

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

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

Notwithstanding clause 1.31, 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 Clause 1.33.

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

Agreement with the Employer.

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

1.34 Performance Security (Ref 3.52 of Section 3)

1.35 Advance Payment

- 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 Contract Clause 3.51.

1.36 Conciliator

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

1.37 Code of Integrity

- 1.37.1 The Procuring authorities as well as bidders, contractors and consultants should observe the highest standard of ethics and should not indulge in the following prohibited practices, either directly or indirectly, at any stage during the procurement process or during execution of resultant contracts:
- a. **“Corrupt practice”**: making offers, solicitation or acceptance of bribe, rewards or gifts or any material benefit, in exchange for an unfair advantage in the procurement process or to otherwise influence the procurement process or contract execution;
 - b. **“Fraudulent practice”**: any omission or misrepresentation that may mislead or attempt to mislead so that financial or other benefits may be obtained or an obligation avoided. This includes making false declaration or providing false information for participation in a tender process or to secure a contract or in execution of the contract;
 - c. **“Anti-competitive practice”**: any collusion, bid rigging or anti-competitive arrangement, or any other practice coming under the purview of The Competition Act, 2002, between two or more bidders, with or without the knowledge of the procuring

entity, that may impair the transparency, fairness and the progress of the procurement process or to establish bid prices at artificial, non-competitive levels;

d. “Coercive practice”: harming or threatening to harm, persons or their property to influence their participation in the procurement process or affect the execution of a contract;

e. “Conflict of interest”: participation by a bidding firm or any of its affiliates that are either involved in the consultancy contract to which this procurement is linked; or if they are part of more than one bid in the procurement; or if the bidding firm or their personnel have relationships or financial or business transactions with any official of procuring entity who are directly or indirectly related to tender or execution process of contract; or improper use of information obtained by the (prospective) bidder from the procuring entity with an intent to gain unfair advantage in the procurement process or for personal gain; and

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

(g)

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.

(h)

Will declare a Bidder ineligible, either indefinitely for a stated period of time, to be awarded a contract/contract 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 (P)
Deendayal Port Authority**

SECTION: 2

FORMS OF BID, QUALIFICATION INFORMATION

TABLE OF FORMS

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

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

Name of Work:” Scaling up the 1 MW Plant by additional 5 MW, Green Hydrogen Plant in DPA with capabilities to further enhance up to 10 MW in future by using Common Infrastructure Facilities – Civil Work”

To

The Executive Engineer (P),
Project Division,
Deendayal Port Authority,
Room No.110, Annexe,
Administrative Office Building,
Gandhidham (Kutch) -370210.

We, the undersigned, declare that:

- (a) We have examined and have no reservations to the tender documents, including addenda and clarifications issued
- (b) We offer to execute the work in conformity with the tendering documents and in accordance with the delivery schedules specified in the schedule of requirements in accordance with the tender document
- (c) The total price of our tender, excluding any discounts offered in item(d) below, is [insert the total tender price in words and figures, indicating the various amounts and the respective currencies]; [in case of techno-commercial offer it shall be mentioned that ‘as filled in the price bid’] **(Refer Clause ‘A’ of Sec-5)**
- (d) The discounts offered and the methodology for their application are **Discounts**. If our tender is accepted, the following discounts shall apply. **Methodology of application of the discounts**. The discounts shall be applied using the following method: **(Refer Clause ‘A’ of Sec-5)**
- (e) our tender shall be valid for the period of time specified in **[ITB Sub-clause 1.15.1]**, from the date fixed for the tender submission deadline in accordance with **[ITB Sub-clause 1.20.1]**, and it shall remain binding upon us and may be accepted at any time before the expiration of that period or any extended period in accordance with **[ITB Sub-clause 1.15.2]**;
- (f) If our tender is accepted, we commit to submit a performance guarantee in accordance with [insert relevant clause no., ITB Sub-clause 1.33] 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 Clause 'A' of Sec-5)

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

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

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

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

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

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

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

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

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

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

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

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

CONTRACTOR'S BID

Description of the works: - **"Scaling up the 1 MW Plant by additional 5 MW, Green Hydrogen Plant in DPA with capabilities to further enhance up to 10 MW in future by using Common Infrastructure Facilities – Civil Work "**

BID

TO

----- (The employer)

Address

GENTLEMEN,

We offer to execute the works described above in accordance above with the conditions of Contract accompanying this bid for the contract price of _____ (in figures) _____ (in letters). The advance payment required / not required as per rule. We accept appointment of _____ as the conciliator's letter. **(Refer Section – 5 – Not Applicable)**

Or

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

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

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

Yours faithfully,

Authorized Signature:

Name & title of signatory

Name of Bidder

Address

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

PRE-QUALIFICATION OF BIDDERS

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

1. Only for individual bidders

Constitution or legal status of bidder (attach copy)

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

2. Turnover of the firm/JV

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

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

3. Similar works

Particulars	Year	No. of works	Value
Total value completed similar work as defined in the tender document during last 7 years	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.

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

(B) Works for which bids already submitted.

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

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

5. The following contractor's equipment is essential for carrying out the works. The bidder should list all information requested below. **(Modified Refer – Sec 5)**

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

6. Qualification and experience of key personnel proposed for administration and execution of the contract. Attach biographical data. Refer also to sub. Clause 1.4.2(e) of instructions to bidders and sub. Clause 1.9.1 of the condition of contract. **(Modified Refer – Sec 5)**

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

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

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

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

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

9. Additional information bidder may like to submit.

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

Dated on _____ day of _____ [insert date of signing]

LETTER OF ACCEPTANCE
(On letterhead paper of the Port)

_____ (date)

TO: _____
(Name and address of the contractor)

Dear Sirs,

Tender no.: P-01/2026

Sub: **“Scaling up the 1 MW Plant by additional 5 MW, Green Hydrogen Plant in DPA with capabilities to further enhance up to 10 MW in future by using Common Infrastructure Facilities – Civil Work”**

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 hereby accepted by the employer/Board.

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

Detailed letter of acceptance will follow. Please acknowledge receipt.

Yours faithfully

Authorized signature

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

_____Dated

To
(Name and address of the contractors)

Dear Sirs,

Sub.: Tender for **“Scaling up the 1 MW Plant by additional 5 MW, Green Hydrogen Plant in DPA with capabilities to further enhance up to 10 MW in future by using Common Infrastructure Facilities – Civil Work ”**

Ref: Letter of acceptance no. dated

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

Yours faithfully,

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

SPECIMEN CONTRACT AGREEMENT

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

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

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). (Here in 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:

- (1) ₹ _____ paid in the form of Bank Guarantee / FDR / digital mode / Insurance Surety Bond 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 or modified in any way by mutual 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.

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

Chief Engineer
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

SECTION 3

CONDITIONS OF CONTRACT

CONDITIONS OF CONTRACT

A. General

3.1 Definitions

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

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

Compensation Events are those defined in Clause 3.44

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

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

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

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

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

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

Days are calendar days, months are calendar months.

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

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

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

valuing the Compensation Events.

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

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

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

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

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

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

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

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

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

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

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

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

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

The Trained Work Person are those employed/proposed to be employed by the

Contractor at the Project Site, who have participated and are in possession of a valid Competency Certificate through a program run under the auspices of a University, State Technical Board, Ministry of Government of India.

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

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

“Engineer-in-Charge” means the Chief Engineer/Superintending Engineer/Executive Engineer of the Deendayal Port Authority.

3.2 Interpretation

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

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

3.3 Language and Law

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

3.4 Nodal Officer or his nominee's Decisions

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

3.5 Delegation

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

3.6 Communications

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

3.7 Joint Venture (Modified Refer – Sec 5)

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

Note: JVs/ Consortia be allowed in all contracts of estimated cost of more than Rs. 5 crores. . However, there shall be a maximum of 3 number of partners.

3.8 Subcontracting

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

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 have referred to in the Contract Data, also provide facilities and services for them as described in the Schedule. The employer may modify the schedule of other contractors and shall notify the contractor of any such modification.

3.9 Personnel

- 3.9.1 The contractor shall employ the key personnel named in the schedule of key personnel as referred to in the contract Data to carry out the functions stated in the schedule or other personnel approved by the Nodal officer or his nominee. The Nodal Officer or his nominee will approve any proposed replacement of key personnel only if their qualifications, abilities, and relevant experience are substantially equal or better than those of the personnel listed in the schedule.
- 3.9.2 If the Nodal Officer or his nominee asks the Contractor to remove a person who is a member of the Contractor's staff of his work force stating the reasons, the Contractor shall ensure that the person leaves the Site within seven days and has no further connections with the work in the Contract.

3.10 Employer's and Contractor's Risks

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

3.11 Employers Risks

- 3.11.1 The Employers risks are.

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

- (i) War and hostilities (whether war be declared or not), invasion, act of foreign enemies:
- (ii) Rebellion, revolution, insurrection, or military or usurped power, or civil war,
- (iii) Ionizing radiations, or contamination by radioactivity from any nuclear fuel, or from any nuclear waste, from the combustion of nuclear fuel, radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof:
- (iv) Pressure waves caused by aircraft or other aerial device starveling at sonic or upper sonic speeds; and
- (v) riot, commotion or disorder, unless solely restricted to the employees of the Contractor or of his Subcontractors and arising from the conduct of the Works;
- (vi) floods, tornadoes, earthquakes and landslides

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

(c) Loss or damage to the extent that it is due to the design of the Works, other than

any part of the design provided by the Contractor or for which the Contractor is responsible; and

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

- (i) could not have reasonably for seen, or
- (ii) Could reasonably have foreseen, but against which he could not reasonably have taken at least one of the following measures.
 - A. Prevent loss or damage to physical property from occurring by taking appropriate measures, or
 - B. Insure against.

3.12 Contractor's risks

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

3.13 Insurance

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

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

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

3.13.3 If the Contractor does not provide any of the policies and certificates required, the Employer may affect the insurance which the Contractor should have provided and recover the premiums the Employer has paid from payments otherwise due to the

Contractor or, if no payment of the premiums shall be a debt due.

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

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

3.14 Site Investigation Reports

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

3.15 Queries about the Contract Data

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

3.16 Contractor to Construct the Works

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

3.17 The Works to Be Completed by the Intended Completion Date

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

3.18 Approval by the Nodal Officer or his nominee

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

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

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

3.18.4 NIL

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

3.19 Safety

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

3.20 Discoveries

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

3.21 Possession of the Site

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

3.22 Access to the Site

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

3.23 Instructions

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

3.24 Disputes

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

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

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

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

3.25.2 Decision by Conciliator

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

3.25.3 Arbitration

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

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

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

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

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

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

B. TIME CONTROL

3.27 Program

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

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

3.27.3 The contractor shall submit to the Nodal Officer or his nominees, for approval an updated program at intervals no longer than the period stated in the contract data. If the contractor does not submit an updated 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 revised program is to show the effect of variations and compensation events.

3.28 Extension of the intended completion date

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

3.29 The Early Warning Provisions shall be as per clause 3.32

3.30 Delays Ordered by the Nodal Officer or his nominee

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

3.31 Management Meeting

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

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

3.32 Early warning

- 3.32.1 The contractor is to warn the Nodal Officer or his nominee at the earliest opportunity of specific likely future events or circumstances that may adversely affect the quality of the work, increase the contract price or delay the execution of works. The Nodal Officer or his nominee may require the contractor to provide an estimate of the expected effect of the event or circumstances on the contract price and completion date. The estimates are to be provided by the contractor as soon as reasonably possible.
- 3.32.2 The contractor shall cooperate with the Nodal Officer or his nominee in making and considering proposals for how the effect of such an event or circumstance can be avoided or reduced by anyone involved in the work and in carrying out any resulting instruction of the Nodal Officer or his nominee.
- 3.32.3 The Defect Liability period for the contract shall be **18 months** from the date of completion of work.

C. QUALITY CONTROL

3.33 Identify Defects

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

3.34 Tests

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

3.35 Correction of Defects

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

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

3.36 Uncorrected Defects

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

D. COSTCONTROL

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 and the overall percentage quoted by the Contractor are 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, adjusted by the quoted percentage [Above/Below/At Par], 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, 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 Rate adjustment shall not be permitted even if contract value increases beyond 50% except subject to 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 No limits shall apply on variation quantity per item. Contract value may vary beyond 10% depending on design evolution.

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

- 1) Rates in the Bill of Quantity adjusted by the quoted percentage, plus applicable contract escalation.
- 2) Rates in the schedule of rates adjusted by the contractor's quoted percentage applicable to the contract plus ruling percentage.
- 3) Market rates of materials and labour, hire charges of plant and machinery used, plus 10% for overheads and profits of Contractors.

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

- 1) Rates in the BOQ adjusted by the quoted percentage; failing which, subsequent clauses shall apply.
- 2) Rates in the Schedule of Rates adjusted by the contractor's quoted percentage for items applicable to the contract.
- 3) Market rates of material and labour, hire charges of plant and machinery used plus 15% for overheads and profits of contractor.

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

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

3.41 Cash flow forecasts.

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

3.42 Contractor's Acknowledgement of Tentative Quantities and Design Development

The Contractor fully understands and accepts that all quantities furnished in the Bill of Quantities are indicative and based on preliminary design only. Detailed design and GFC drawings will be issued before/after award of work. Given the nature of the hydrogen project, design changes and scope adjustments during execution are expected and shall not be construed as defects or deficiencies in the tender documents.

The Contractor, by submitting its offer, confirms having considered these conditions and expressly waives any right to claim additional compensation, time, or raise disputes for reasons solely attributable to the finalisation, refinement, or evolution of design during execution. Only the resulting measurable Variations, as admissible as per tender, shall be payable.

3.43 Payment Certificates

- 3.43.1 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.
- 3.43.2 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).
- 3.43.3 The value of work executed shall be determined by the Nodal Officer or his nominee.
- 3.43.4 The value of work executed shall comprise the value of quantities of the items in the Bill of quantities completed.
- 3.43.5 The value of work executed shall include the valuation of variations and Compensation Events.
- 3.43.6 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 Clause 'A' of Sec-5)**

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

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

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

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

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

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

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

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

- (a) The Employer does not give access to a part of the Site by the site. Possession Date stated in the Contract Date.
- (b) The Employer modifies the schedule of other contractors in a way which affects the work of the contractor under the contract.
- (c) The Nodal Officer or his nominee orders a delay or does not issue drawings, specifications or instructions required for execution of works on time.

- (d) The Nodal Officer or his nominee instructs the Contractor to uncover to carry out additional tests work which is then found to have no Defects.
- (e) The Nodal Officer or his nominee unreasonably does not approve for a subcontract to be let.
- (f) Ground conditions are substantially more adverse than could reasonably have been assumed before issuance of letter of Acceptance from the information issued to Bidders (including the Site Investigation Reports), from information available publicly and from a visual inspection of the site.
- (g) The Nodal Officer or his nominee gives an instruction for dealing with an unforeseen condition, caused by the Employer, or additional work required for safety or other reasons.
- (h) Other contractors, public authorities, utilities or the Employer does not work within the dates and other constraints stated in the Contract that cause delay or extra cost to the Contractor.
- (i) The advance payment is delayed.
- (j) The effect on the Contractor of any of the Employer's Risks.
- (k) The Nodal Officer or his nominee unreasonably delays issuing a Certificate of Completion.
- (l) Other Compensation Events listed in the Contract Data or mentioned in the contract.
- (m) Whenever any compensation event occurs, the contractor will notify the employer, within 14 days and provide a forecast cost of the compensation event.

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

3.44.3 As soon as information demonstrating the effect of each Compensation Event upon

the Contractor's forecast has been provided by Contractor, it is to be assessed by the Nodal Officer or his nominee and the Contract Price shall be adjusted accordingly. If the Contractor's forecast is deemed unreasonable the Nodal officer or his nominee shall adjust the Contract Price based on Nodal Officer or his nominee's own forecast. The Nodal Officer or his nominee will assume that the Contractor will react competently and promptly to the event.

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

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

3.46 Currencies

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

3.47 Price Adjustment (Refer – Sec – 5 Not – Applicable)

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

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

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

Where,

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

P_o = Market rate of Cement/ Steel/ All Commodities on the date of opening of

Technical bid. (Consumer Price Index for Labour).

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

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

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

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

3.47.2 NIL

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

SUBSEQUENT LEGISLATION

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

3.48 Retention

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

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

3.49 Liquidated damages

- (A) In case of delay in completion of the contract, liquidated damages (L.D) may be levied at the rate of $\frac{1}{2}$ % of the contract value per week of delay or part thereof, subject to a maximum of 10 percent of the contract price.
- (i) The owner if satisfied, that the works can be completed by the contractor within a reasonable time after the specified time for completion, may allow further extension of time at its discretion with or without the levy of L.D. In the event of extension of time at its discretion with L.D, the owner will be entitled without prejudice to any other right or remedy available in that behalf per cent (1/2%) of the contract value of the works for each week or part of the week subject to the ceiling defined in sub-clause 3.49.A.
- (ii) The owner, if not satisfied that the works can be completed by the contractor, and in the event of failure on the part of the contractor to complete work 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. In the event of such termination of the contract as described in clauses 3.49A(ii) or 3.49A(iii) or both the owner shall be entitled to recover L.D. up to ten per cent (10%) of the contract value and forfeit the security deposit made by the contractor besides getting the work completed by other means at the risk and cost of the contractor.
- (iv) The ceiling of LD shall be 10% of the cost of work.
- (v) In case part / portions of the work can be commissioned and part operates the portion for commercial purpose, the rate of LD will be restricted to the uncompleted value of work, the maximum LD being on the entire contract value.

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

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

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

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

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

3.51.1 The Mobilization advance shall be paid upto 10% of Contract Price, payable in two equal installments. The first installment shall be paid after mobilization has started and next installment shall be paid after satisfactory utilization of earlier advance and a certification to this effect by E-I-C.

3.51.2 Construction / installation equipment advance shall be paid upto 5% of contract price.

3.51.3 Mobilization advance and Construction equipment advance shall be paid at SBI PLR + 2% p.a. (as on date of payment) interest at the discretion of employer and against bank guarantee for such advance and against hypothecation of construction equipment to the employer. However, availing of advance payment be optional with the bidder exercising the option along with the tender.

3.51.4 Equipment advance shall be paid in two or more equal instalments. First instalment shall be paid after construction equipment has arrived at the site and next instalment shall be paid after satisfactory utilization of earlier advances (s).

3.51.5 Recovery of Mobilization and Construction Equipment advance will start when 15% of the work is executed and recovery of total advance should be completed by the time 80% of the original contract work is executed.

3.51.6 The Nodal Officer or his nominees shall make advance payment in respect of materials and plant brought to site for but not yet incorporated installed in the works in accordance with conditions stipulated in the Contract Date. 75% of cost of materials and plant brought to site for incorporation into the works only shall

be paid as secured advance. Materials which are of perishable nature should be adequately insured.

3.51.7 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.

3.51.8 **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.**

3.51.9 **The interest on the advance shall be calculated from the date of payment to the date of recovery, both days inclusive.**

3.51.10 **It shall be ensured that at any point of time, Bank Guarantee is available for the amount of outstanding advance.**

3.51.11 If the contractor fails to achieve the targeted progress at the end of 50% of time period the mobilization advance may be recovered by encasing the bank guarantee, provided no hindrance/delay was caused by the department.

3.52 Performance Securities

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

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

immediately not later than 14 days from completion of defect liability period, (Subject to fulfilment of clause no 5.19), NOC from Geology and Mining Department, Bhuj/Anjar & Payment of welfare cess for final bill.

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

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

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

3.52.2 Successful Bidder has to submit the Performance Security @ 5% of Contract Price within 21 days of receipt of Letter of Acceptance/Intent, failing which the work will not be awarded and the Bid Security i.e. EMD will be forfeited.

3.52.3 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.

3.52.4 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.

3.53 NIL

3.54 Cost of Repairs

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

acts or omissions.

E. FINISHING THE CONTRACT

3.55 Completion

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

3.56 Taking over

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

3.57 Final Account

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

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

3.58 Operating and Maintenance Manuals

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

3.58.2 If the contractor does not supply the drawings and /or manuals by the dates stated

in the contract data, or they do not receive the Nodal Officer or his nominee's approval, the Nodal Officer or his nominee shall withhold the amount stated in the contract data from payments due to the contractor.

3.59 Termination

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

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

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

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

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

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

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

3.60 Payment upon Termination

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

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

3.61 Property

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

3.62 Release from Performance

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

3.63 NIL

F. SPECIAL CONDITIONS OF CONTRACT

1. LABOUR

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

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

2. COMPLIANCE WITH LABOUR REGULATIONS:

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

The Contractor shall keep the Employer indemnified in case any action is taken

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

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

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

- (a) Workmen Compensation Act 1923: - The act provides for compensation in case of injury by accident arising out of and during the course of employment.
- (b) Payment of Gratuity Act 1972: - Gratuity is payable to an employee under the Act on satisfaction of certain conditions on separation if an employee has completed 5 years' service or more on death at the rate of 15 days' wages for every completed year of service. Act is applicable to all establishments employing 10 or more employees.
- (c) Employees P.F and Miscellaneous Provision Act 1952: - The Act Provides for monthly contribution by the employer plus workers @ 12%/8.33%. the benefits payable under the Act are:
 - Pension to family pension retirement or death, as the case may be. (ii) Deposit linked insurance on the death in harness of the worker, (iii) payment of P.F accumulation on retirement/death etc.
- (d) Maternity Benefit Act 1951: - The Act provides for leave and some other benefits to workmen/ employees in case of confinement or miscarriage etc.
- (e) Contract Labour (Regulation & Abolition) Act 1970: - The Act provides for certain welfare measures to be provided by the Contractor to contract labour

and in case the Contractor fails to provide, the same are required to be provided, by the Principal Employer by Law. The Principal Employer is required to take Certificate of Registration and the Contractor is required to take license from the designated Officer. The Act is applicable to the establishments or Contractor of Principal Employer if they employ 20 or more contract labour.

- (f) Minimum Wages Act 1948: - The Employer is supposed to pay not less than the Minimum Wages fixed by appropriate Government as per provisions of the Act if the employment is a scheduled employment Construction of Buildings, Roads, Runways are scheduled employment.
- (g) Payment of Wages Act 1936: - It lays down as to by what date the wages are to be paid when it will be paid and what deductions can be made from the wages of the workers.
- (h) Equal Remuneration Act 1979: - The Act provides for payment of equal wages for work of equal nature to Male and Female workers and for not making discrimination against Female employees in the matters of transfers, training and promotions etc.
- (i) Payment of Bonus Act 1965: - The Act is applicable to all establishments employing 20 or more employees. The Act provides for payments of annual bonus subject to a minimum of 8.33% of wages and maximum of 20% of wages to employees drawing Rs.3500/- per month or less. The bonus to be paid to employees getting Rs.2500/- per month or above up to 3500/- per month shall be worked out by taking wages as Rs.2500/- per month only. The Act does not apply to certain establishments. The newly set-up establishments are exempted for five years in certain circumstances. Some of the State Governments have reduced the employment size from 20 to 10 for the purpose of applicability of this Act.
- (j) Industrial Disputes Act 1947: - The Act lays down the machinery and procedure for resolution of industrial disputes, in what situations a strike or lockout becomes illegal and what are the requirements for laying off or retrenching the employees or closing down the establishment.
- (k) Industrial Employment's (Standing Orders) Act 1946: - It is applicable to all

establishments employing 100 or more workmen (employment size reduced by some of the States and Central Government to 50). The provides for laying down rules governing the conditions of employment by the Employer on matters provided in the Act and get same certified by the designated Authority.

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

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

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

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

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

SECTION 4

CONTRACT DATA

CONTRACT DATA

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

The following documents are also part of the contract clause reference.

The schedule of other contractors (3.8)

The schedule of key personnel (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 (P),
PROJECT DIVISION,
DEENDAYAL PORT AUTHORITY,
ROOM NO. 110, ANNEXE,
ADMINISTRATIVE OFFICE
BUILDING, GANDHIDHAM (KUTCH)
-370210, GUJARAT STATE, INDIA,

Nodal officer's authorized representative is AXEN / AE

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

Name:- **Not Applicable**

Address:- **Not Applicable**

The name and identification number of the contract is **"Scaling up the 1 MW Plant by additional 5 MW, Green Hydrogen Plant in DPA with capabilities to further enhance up to 10 MW in future by using Common Infrastructure Facilities – Civil Work."**

The works consist of **"Scaling up the 1 MW Plant by additional 5 MW, Green Hydrogen Plant in DPA with capabilities to further enhance up to 10 MW in future by using Common Infrastructure Facilities – Civil Work."**

The start date shall be ____

The intended completion date for the whole of the work is **12 (Twelve) Months**.

The following documents also form part of the contract.

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

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

The defect liability period **is 18 Months** from the date of completion of whole work.

The minimum insurance cover for physical property, injury and death is **Rs. 50.00 lakhs** per occurrence with the number of occurrences limited to four. After each occurrence, contractor will pay additional premium necessary to make insurance valid for four occurrences always.

Appointing authority for the Arbitrator is Chairman, DPA.

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

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

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

The language of the contract documents is English (3.3)

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

The currency of the contract is Indian rupees (3.46)

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

Appointing authority for the Arbitrator is Chairman, DPA.

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

SECTION 5

SPECIFICATIONS AND SPECIAL CONDITIONS

5.0 Special Condition

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

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

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

- (a) Clause 1.4.1 (c), (d), (e)&(h), 1.4.2 (j)
- (b) Clause 1.4.4
- (c) Clause 1.4.5 (Sub-contractor Experience & Resources)
- (d) Clause 1.8.2 (Bidding documents)
- (e) Clause 1.9.2 (Pre-bid meeting)
- (f) Clause 1.13.4
- (g) Clause 1.19.1(A), 1.19.2, 1.19.3, 1.20.1 (sealing and marking of bids)
- (h) Clause 1.22.2 (Modification of withdrawal of Bid)
- (i) Clause 1.23.2, 1.23.3, 1.23.4
- (j) Clause 1.26.4
- (k) Clause 1.27.1, 1.27.2 (Correction of errors)
- (l) Clause 1.35 (Advance payment)
- (m) Clause 1.36.1 (Conciliator)

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

- (a) The clauses c, d, g of the Specimen for form of Bid.
- (b) Table at Sr.No.7 of Information required by the employer (Section-2)
- (c) Table at Sr.No.7 of Information required by the employer prequalification of bidder (Section-2)
- (d) In Contractor's Bid Advance Payment and Appointment of Conciliator is not applicable

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

- (a) Clause 3.8.1 (Sub-contracting)
- (b) Clause 3.21.1 (Possession of site)
- (c) Clause 3.24.1 (Disputes)
- (d) Clause 3.25.1, 3.25.2, 3.25.3 (Settlement of disputes, decision by Conciliation, Arbitration)
- (e) Clause 3.26.1 (Replacement of Conciliator),
- (f) Clause 3.43.2, 3.43.3, 3.43.4, 3.43.5, 3.43.6, 3.43.7
- (g) Clause 3.44.1, 3.44.2, 3.44.3 (Compensation events)
- (h) Clause 3.45 (Tax)
- (i) Clause 3.47 (Price Adjustment)
- (j) Clause 3.50 (Incentive or Bonus)
- (k) Clause 3.51 (Advance Payment)

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

- (a) Conciliator is not applicable under contract date of (section-4)
- (b) The form for Dispute Review Board Agreement (section-8) & Exception & Deviations (Section-8).
- (c) The form for specimen Bank Guarantee for advance payment (Section -8).
- ~~(d) The form for specimen Bank guarantee for stage payment (Section-8).~~

5.04 The following Existing clauses are Modified as under.

- 5.04.1 **Section-I; Clause No. 1.4.2d;** Major items of construction equipment available with the bidder.
- 5.04.2 **Section 2 Table 5** The list of Equipment available with bidder
- 5.04.3 **Section 2 Table 6** Qualification and experience of key personnel available with the bidder. Attach biographical data.
- 5.04.4 **Section-I; Clause No. 1.5.2; Section: Clause 3.7**
Companies/Contractors may jointly undertake contract/contracts. The number of Partners in JV/Consortium shall be limited to maximum of three. Each entity

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

- i. A legally binding Joint venture / Consortium Agreement signed by authorized signatories of all the partners of the JV/Consortium, as per the proforma at section -8 shall be enclosed with the bid.
- ii. Power of attorney duly executed and signed by legally authorized signatories of all the partners, authorizing the Lead Partner (a) to submit bid, negotiate and conclude contract and incur all liabilities therewith on behalf of the partner(s) of the JV/Consortium during the bidding process; and (b) in the event of a successful bid, to incur liabilities and receive instructions for and on behalf of the partner(s) of the JV /Consortium and to carry out the entire execution of the contract including payment, exclusively through Lead Partner, as per the proforma of power- of-attorney for lead member of JV/ consortium at **Section -8**, which shall be duly authenticated by a notary public or equivalent certifying authority, shall be enclosed with the bid.
- iii. The bid and in the case of the successful bidder, the Agreement, shall be signed and / or executed in such a manner for making it legally binding on all partners (including operative parts of the ensuing Contract in respect of Agreement of Arbitration, etc.). The Contract shall be signed by legally authorized signatories of all partners.
- iv. The Lead Partner shall be authorized to receive instructions for and on behalf of the partners of the Joint venture and entire execution of the Contract including payment shall be carried out exclusively through the Lead Partner. A Statement to this effect should be included in the Joint Venture Agreement.
- v. All partners of the Joint Venture shall be liable jointly and severally for the execution of the Contract in accordance with the Contract terms, and a Statement to this effect should be included in the Joint Venture Agreement.
- vi. Bid Security as required shall be furnished by Lead Member of Joint venture.
- vii. Performance Guarantee, shall be furnished by all partners in proportion to their participation in the project. .
- viii. Participation by a firm in more than one JV /Consortium is not permissible. A firm who submits bid on individual capacity is not eligible to be a partner of a JV /Consortium. In case a firm's name appears in more than one bid then both application may be rejected.

- ix. Each partner must submit the complete documentation, or portions applicable thereto, required qualifying the firm for bidding.
- x. All the partners of the JV/Consortium shall be jointly and severally liable for due performance, recourse/sanctions within the joint venture in the event of default of any partner and arrangements for providing the required indemnities.
- xi. Notwithstanding demarcation or allotment of work among the partners, each partner shall be liable for non-performance of the whole contract irrespective of their demarcation or share of work.
- xii. The Lead Partner shall be authorized to act on behalf of the JV/Consortium.
- xiii. All the correspondences between the Employer and the contractor shall be routed through the Lead Partner.
- xiv. In the event of default by the Lead Partner, it shall be construed as default of the Contractor; and Employer will take action under relevant clause(s) of the Bid Document and/or General Terms and Conditions of Contract.
- xv. An undertaking that all the partners are jointly and severally liable to the Employer for the performance of the contract shall be enclosed with the bid.
- xvi. In the event of any partner leaving the JV, it shall be intimated to the Employer within 30 days by other partner(s). Failure to do so shall be construed as default of the contractor and the Employer may take action under relevant clause(s) of the Bid Document and/or General Terms and Conditions of Contract.
- xvii. The contractor shall not alter its composition or legal status without the prior written permission of the Employer. Failure to do so shall be construed as default of the contractor and the Employer may take action under relevant clause(s) of the Bid Document and/or General Terms and Conditions of Contract.
- xviii. One of the partners of JV/Consortium should have downloaded the bid documents.

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

- i) If multiple bidders submit work experience showing the same/particular work, then such experience will be considered of Main Contractor.
- ii) If tendered/bidder completed the works in private organization as stipulated in Minimum Qualification Criteria (work experience) shall be considered only if CA certifying value of work done with TDS certificates (where applicable) / Bank statement will be required with respect to referred work is issued by Competent Authority needs to be enclosed by the tenderer along with the offer.

- iii) The completed or substantially completed works only is considered for qualification. Partly completed works or works are in progress shall not be considered for qualification.
- iv) If the work is completed successfully and contract is under maintenance period, such works are considered as a completed works for evaluation purposes. In such cases, completion cost excluding AMC works shall be considered for evaluation purpose.
- v) In case of any contract having material and labour components are controlled at different heads, in such cases the value of work indicated in work order and respective completion certificates only considered for experience.
- vi) If the tenderer have successfully or substantially completed the work (date of completion of work i.e. physically/actually completion irrespective of maintenance period) during last 7 years ending last day of month previous to the one in which applications are invited irrespective of date of commencement / start of work. Such experience of work is also considered for evaluation in work experience.
- vii) If the tenderer has executed "Similar works" in any Contract/Project/BOT Project/Turnkey Project etc., which meets the requirement of MQC, such experience shall also be considered for evaluation.

5.06. Scope of work:

The contract comprises the provision of all labour, materials, tools and plants etc necessary for the following work:

- a. Pilling
 - i) Installation and construction of cast in situ 600mm RCC piles & satisfactory testing of for specified load capacity provided for the proposed project.
 - ii) Stripping/Chipping of pile to required cut off level for construction of pile caps.
 - iii) Conducting Integrity, Initial & Dynamic test on piles and works piles as specified.
- b. Construction of PEB Structures, Admin Building along with its supporting infrastructures such as Roads, drains, etc as per BoQ
- c. Any other incidental works whether of a temporary or permanent nature for the satisfactory completion of the contract.

The Contractor shall check the existing site condition including levels, drainage presence of obstacles such as foundation, tree stumps, etc and shall allow in his rate for completing the work as intended, no claims what so ever in respect of any discrepancies shall be entertained.

The above work will be carried-out under the contract scope. Further, if required,

the items mentioned in the BOQ shall also be executed in the Port area at any location as per the directions of the EIC during the entire contract period.

Contractor shall arrange latest working computer set system with UPS, laptops, color printers with Photocopy & Scan facility, 2 TB SSD, Stationary, Office furniture etc. to DPA for the entire contract period.

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

Some indication of nature and extent of the works have been given on the drawings and those are preliminary only. Drawings showing 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.

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

(b) Chairman: means the Chairman of the Board of Deendayal Port of Kandla.

5.07. Drawings and Its Approval

5.07.1 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.

5.07.2 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.

5.07.3 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.

5.07.4 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.

5.07.5 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.

5.07.6 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.

5.07.7 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.

5.07.8 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.

5.07.9 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.

5.07.10 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.

5.07.11 The Contractor shall at his own costs and expenses supply five complete sets of "As Built" drawings, prepared and approved by licensed surveyor, on polyester tracing film, three prints and soft copy (Pen Drive) showing details of all the works executed. The drawings and prints shall be delivered to the Employer within one month of completion of various sections of the work or at such other times as directed by the Employer. The drawings shall be fully dimensioned with the Employer's standard title block or as approved by the Employer. All records/ documents shall be

uploaded/incorporated in BIM.

- 5.08.** Workmanship shall be the best possible quality and all work shall be carried out by skilled workmen except for those which normally require unskilled persons. If the laws of the local Government/Municipal or other authority require the employment of licensed or registered workmen for various trades, the contractor shall arrange to have the work done by such licensed/registered personnel.
- 5.09.** All materials to be used in the works shall be subjected to inspection and test. Samples of all materials, proposed to be used, and in the permanent works shall be submitted to the Nodal officer or his nominee for approval before those are brought to site.
- Samples provided to the Nodal officer or his nominee for their retention is to be in labeled boxes suitable for storage. Materials or workmanship not corresponding in character & quality with approved samples will be rejected by Nodal officer or his nominee.
- Samples required for approval and testing must be supplied allowing sufficient time for testing and approval, due allowance being made for the fact that if the first samples are rejected further samples shall be required. Delay in the execution of work due to late submission of samples will not be acceptable as -a reason for delay in the completion of the works. Materials shall be tested before dispatching to the site, where possible. Materials shall also be tested on the site and those may be rejected if found not suitable or not in accordance with the specifications notwithstanding the results of tests at the contractor's work or elsewhere or of test certificates or of any approval given earlier.
- 5.10** All materials required to be used in the work shall be got tested from Port Laboratory or government approved/NABL Accredited lab under supervision of Nodal Officer, Nominee or Technical Advisor and the charges there of shall be borne by the Contractor.
- 5.11** 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.
- 5.12** 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 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.

5.13 SUPPLY OF WATER

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

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

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

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

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

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

5.14 Secured Advance:

5.14.1 Secured advance on the security of materials brought to site and to be consumed within a period of 3 months may be made to the contractor for items which are to be used on work.

5.14.2 Secured Advance shall be granted only for non- perishable / non- breakable items like steel/ aluminum or steel frame works / doors/ windows etc.

5.14.3 The Superintending Engineer / Executive Engineer can sanction the secured advance up to an amount not exceeding 75% of the value of the materials as assessed by the Engineer in charge considering the bill invoice, or an amount not exceeding 75% of the material element cost in the tender rate of the finished item of work, whichever is lower.

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

custody.

- 5.14.5** However, no secured advance shall be payable on crushed stone metal, aggregates, sand, murrum etc.
- 5.15** The contractor shall arrange to supply samples of coarse aggregate and fine aggregate etc. to the Port Laboratory for mix design for concreting works. Mixing of cement concrete works shall be on weigh batching basis as per IS. Requirement. The charges shall be borne by the contractor.
- 5.16 Force Majeure** - Conditions beyond control of either parties like war, hostility, acts of public enemy, civil commotion, sabotage, serious loss or damage by fire, explosions, epidemics, strikes, lockouts or acts of God come under the legal concept of Force Majeure (FM). Delays in performance of contractual obligations under influence of FM conditions are condonable by the other party without any right to termination or damages, provided, notice of the happening of any such event is given by the affected party to the other within 30 (thirty) days from the date of occurrence. Works under the contract shall be resumed as soon as practicable after such event has come to an end or ceased to exist. However if such event continue for a period exceeding 120 days, either party may at its option terminate the contract by giving notice to the other party.
- 5.17** The flooring works are to be finished with neeru (cement slurry) without any extra cost.
- 5.18** All the royalties of the materials, quarry fees, octroi, charges, sales tax etc. are payable by the contractor directly to the authorities concerned and the rates tendered shall be deemed to be inclusive of all such charges but excluding GST.
- 5.19** All royalties of materials, quarry fees, etc., payable by the contractor directly to the authority concern and rates tendered shall be deemed to be inclusive of all charges. Before claiming security deposit, contractor shall produce "No dues certificate" from the Geologist, Geology and mining department of Bhuj,
- 5.20** 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 Old Kandla. 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.

5.21 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.

- 5.22** To the limited extent and availability that can conveniently be spared by the Board from time to time electric power for lighting and operation of the plant of the contractor can be had from the Board as per Rules & Regulations in force from time to time. The contractor shall draw his needs thereafter at own expenses in the manner approved by the Nodal Officer or his nominee. The Board will recover charges of electricity current consumed by the contraction supplied through Port together with meter rents at the rates fixed by the Board from time to time. The electricity to be paid on this charges shall be borne by the Contractor. Nothing extra shall be account. The electric supply is subject to Board's rules and regulations and convenience as regards shut down for repairs and overhauls of Board's electric system. The contractor shall not claim any damages for stoppages or shortages in current supply for any reasons whatsoever. The contractor has also to install his own generator etc. at his own cost and risk to meet with his full requirement of electric power.

- 5.23** 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.

5.24 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.

Along with site office the QA Lab need to be established for immediate testing of materials and design mix of concrete, soil parameters etc. if required, as directed by the E-I-C. The tests should be carried out in the presence of JE & AXEN/AEN and test

checked by the E-I-C.

- 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 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.
- 5.28** 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 contractsameshallbebornebytheContractor.However,ifthecontractorfurnishesG.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.
- 5.28.1** For execution of work, contractor may be permitted to construct temporary offices, store, labour room toilet etc. at his own cost along with necessary letter / drawing for the permission in written. Nothing will be paid for these purpose and before handing over the site on completion of the work, the contractor has to dismantle all these temporary structure erected by him. Completion certificate will be issued only after compliance of above aspects.
- 5.28.2** If necessary the services of fire watch for carrying out any hot works, as required by the Port Authority, shall be made free of cost by the Department. However, all the necessary arrangements like obtaining a fire watch permit from the concerned authority, transportation of man and materials, if any, for fire prevention etc. shall have to be done by the Contractor at his own cost. No claim whatsoever on account of delay in arrangements or arrival of fire watch services shall be entertained.
- 5.28.3** The contractor shall take necessary precautions and prevent the falling of sparks in the seawater while carrying out the work of cutting / welding. In case of any leakages / escape of gas from vessel / flexible line etc. all the work shall be stopped

immediately and co-operate the Fire Brigade personnel. It is further clarified that the suitable extension of time shall be granted to Contractor for completion of work on account of such stoppage without any compensation and idle charges. No claims / disputes shall be entertained on that account.

- 5.29** 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.

5.30 GST REGISTRATION

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

5.31 GOODS & SERVICE (GST) CLAUSE

The contractor shall quote the price exclusive of GST.

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

5.31.1 TDS ON GST

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

5.32 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.

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

- 5.34** Contractor shall provide 2 (Two) four wheeler tourist vehicle (Innova/Tata sumo/or equivalent) on a 12-hour duty basis with driver during contract period, for use of DPA employer/representative for the around the clock of work. This vehicle will be used

only for duties related to the works of this contract. Vehicle must be in very good condition and to the satisfaction of Engineer-In-charges. Necessary cost towards fuel/ oil / driver / maintenance etc., will have to be borne by the contractor. During the contract period, in case the contractor does not provide the vehicle, the employer will engage the other tourist vehicle and actual charges incurred will be recovered from their due payments or Rs.3000/- per day will be recovered.

5.35 ARBITRATION

- (i) Except where otherwise provided in the contract all questions and disputes relating to the meaning of the specifications, designs, drawings and instructions here in before mentioned and as to the quality of workmanship or materials used on the work or as to any other question, claim right, matter or any other thing what so ever, in any way arising out of or relating to the contract, design, drawings, specifications, estimates, instructions, order or to the condition or otherwise concerning the work or regarding the execution or failure to execute the same whether arising during the progress of work or after the completion thereof as described here in after shall be referred to the Chairman for sole arbitration by himself or by any Office appointed by him.
- (ii) It will be no objection to any such appointment that the arbitrator is an employee of the Board or the Government, that he had to deal with the matter to which the contract relates and that in course of his duties as an employee of the Board or the Government, he had expressed views on all or any of the matters in dispute or of different.
- (iii) The arbitrator, who has been dealing with the arbitration case, being transferred or vacating his office or in the event of his death or being unable to act for any reason, the Chairman then holding the office shall arbitrate himself or appoint any officer to act as arbitrator.
- (iv) It is also a term of the contract that no person other than the Chairman himself or any officer appointed by him shall act as arbitrator.
- (v) It is a term of the contract that only such question and disputes as were raised during progress of work till its completion and not 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.
- (vi) It is a term of the contract that the party invoking arbitration shall give a list of disputes with amounts of claim in respect of each said disputes along with the notice seeking appointment of arbitrator.

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

5.38 SPECIAL CONDITION IN RESPECT OF CEMENT

- a) Ordinary Portland Cement of 53 grade complying with the requirements of IS 269 shall be used in all works. The cement which has set or partially set shall not be used. The cement shall be used in the works only after approval of the engineer in charge.
- b) The contractor shall procure the cement confirming to relevant Indian Standard holding license to use ISI Certification mark for their product.

- c) For verification of such purchase all the bills of manufacturer/supplier/dealer will have to be furnished to the Nodal officer or his nominee.
- d) Supply of cement shall be taken in 50 Kg bags bearing manufacture's name, his registered trademark, date of manufacture, batch number and ISI marking.
- e) Every consignment of cement must have identification marks on packages indicating date of manufacture and grade and type of cement, cement brought to work shall not be more than 6 weeks old from the date of manufacture.
- f) Every delivery of cement shall be accompanied by a manufacturer's test certificate confirming that the supplied cement conforms to relevant specifications.
- g) 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.
- h) 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.
- i) In order to ensure due progress, the contractor shall at all times maintain on the site at least such stock of cement as the Engineer-in-charge may from time to time consider necessary.
- j) Cement in bulk shall be transported to the site in properly designed and approved bulk carriers. The contractor shall provide suitable unloading and storage facilities. The contractor shall submit full details of unloading, handling and storage facilities for the approval of the Engineer-in-charge before any cement in bulk is received by the Contractor.
- k) Cement brought to site and cement remaining unused shall not be removed from site without the permission of the Nodal officer or his nominee.
- l) In case concrete mixings with Batching Plant, Nodal Officer may allow cement to be used in bags/ silos/ Bulk etc.
 - (i) 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.
- (ii) 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.
 - (iii) There should be a record of what materials were used for that day's production including water and admixtures.
 - (iv) 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.
 - (v) 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, Sanghi, ACC, Birla or equivalent after approval of Engineer-In-Charge.

5.38 SPECIAL CONDITION IN RESPECT OF ASPHALT

- i) The contractor shall procure the asphalt of required grade confirming to relevant Indian Standards. Asphalt shall be procure from the IOCL, HPCL and BPCL refinery.
- ii) For Verification of such purchase all the bills issued by manufacturer will have to be furnished to the Engineer-in-charge.
- iii) Asphalt shall be purchased by the contractor after only start of the work.
- iv) Engineer in-charge shall be at liberty to carry out independent testing of asphalt from any of Government Approved laboratory as per relevant I.S. Specifications before use. The contractor shall make all the necessary arrangements for same and all the charges to be borne by the contractor.
- v) Asphalt brought to site and Asphalt remaining unused shall not be removed from site without prior permission of the Engineer-in-charge.

5.39 SPECIAL CONDITION IN RESPECT OF STEEL REINFORCEMENT

- a) The contractor shall procure the steel reinforcement confirming relevant Indian standard of various diameters holding license to use ISI Certification for their product from Primary Manufacturer/Supplier/Dealer. In any circumstances, steel reinforcement produced by re-rolling mills shall not be allowed to use in the work.

- b) Every delivery of Steel reinforcement shall be accompanied by a manufacturer's test certificate conforming that the supplied Steel reinforcement conforms to relevant specifications.
- c) The Reinforcement Bars shall be procured from primary producers like SAIL, TATA, VIZAG, RINL, ESSAR etc. If the reinforcement bars of these manufactures are not available in market, the equivalent product may be allowed with prior approval of engineer in-charge.
- d) The reinforcement binding wire shall conform to IS: 280 "Mild Steel Wire for General Engineering Purpose", with size 1 mm or more.
- e) Each consignment of Reinforcement brought at site shall be accompanied by a Manufacturer's Batch test certificate.
- f) Reinforcement bars shall be stored on site on timber or concrete supports, suitable space and of sufficient height to keep steel clear of the ground. The reinforcement shall be stored separately size wise.
- g) The testing shall be carried out as per Approved Quality Assurance Plan. The cost of all above tests on Reinforcement shall be deemed to be included in the rates entered in the Bill of Quantities of related items of the work.
- h) For verification of such purchase all the bills of manufacturer/supplier/dealer will have to be furnished to the Nodal officer or his nominee.
- i) The contractor shall have to procure the steel reinforcement of various sizes/diameters as per the working drawings, which shall be supplied only during execution of the work. No claims/disputes arising about details of steel reinforcement so provided shall be entertained.
- j) In case, if particular size(s) of steel reinforcement is not available with the approved manufacturers, the contractors shall have to intimate the Nodal officer or his nominee in writing along with documentary proof in this regard. Nodal officer or his nominee, at his discretion, may allow to use alternate diameter of reinforcement bars provided that no claims/disputes arising out in respect of payment for difference in rate of steel shall be entertained.
- k) Nodal officer or his nominee shall be at liberty to carry out independent testing of steel reinforcement at his discretion from any of Government Approved laboratory as per relevant I.S. specifications before use. The contractor shall make all the necessary arrangements for same and all the charges to be borne by the contractor.

- l) The contractor shall procure the steel reinforcement bars of standard length as per relevant I.S.
- m) Steel reinforcement which remaining unused shall not be removed from site without the permission of the Nodal officer or his nominee.
- n) Payment for steel reinforcement shall be made on the basis of lengths of bars actually placed & measured in the work multiplied by the standard weight per unit length as given in the relevant IS code. The rates shall include for cutting & wastage, straightening, short & long length, & weight tolerance as per relevant IS codes & placing in position. Authorized laps, chair /separators, lifting hooks stiffening ring shall be measured and paid.

5.40 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.

5.41 PATENT RIGHTS & ROYAL TIES

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.

5.42 WORKING HOURS

Each Tendered shall submit with his tender a programmed for execution of the work. The contractor has to carried-out the work as per general working hours except for declared closed holidays by the Port. However, based on progress of work, if required,

round the clock work can be allowed after approval of Engineer-In-Charge.

5.43 NOTICE OF ADDRESS

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

5.44 Concrete cover block with binding wire/ Plastic Spacers shall be used in all RCC works of standard size as directed by the Nodal Officer or his nominee. Concrete 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.

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

5.46 It will be necessary for the contractor to provide insurance cover to his workers and his staff.

5.47 SITE INFORMATION:

5.50.1 Contractor's Responsibility

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

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

5.50.2 Site

Deendayal port is situated on the West Coast of India, in the Gulf of Kutch and along the West Bank of Kandla Creek at 70° 13" E longitude and 23° 01" N

Latitude. The location and extent of the Site is shown on the Drawing. The work site falls within the notified limits of the Deendayal Port.

5.50.3 Datum

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

5.50.4 Sub-Soil Data

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

5.48 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.

5.49 QUALIFIED PERSONNEL

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

The Contractor shall deploy:

- **Project Manager/Site-in-Charge:** The Contractor shall nominate a competent Project Manager as the single point of contact responsible for overall project coordination and interaction with the Engineer-in-Charge. The Project Manager must have a minimum of 5 years of experience in managing similar construction projects.
- **One full-time qualified Surveyor,** experienced in **DGPS and Total Station**, responsible for all layout, checking, and verification activities.
The Surveyor shall maintain daily records of all layout work, benchmarks, reference lines, offsets, re-surveys, and deviations.
The Engineer-in-Charge reserves the right to request the removal of any person employed by the Contractor who is found to be incompetent or disorderly, and the Contractor shall promptly replace such personnel with qualified individuals to the satisfaction of the Owner.

5.50 CLASS OF CONCRETE

All the requirements of each Class of concrete for all RCC works shall be as per IS-2911 & 4651 & 456. However, the minimum cement content considered is @ 360 kg/cum. However, based on the actual mix design concrete shall be carried out considering above minimum cement content no any extra claim shall be entertained for cement if more is required.

5.53.1 DECLARED ACCEPTED PROPORTIONS

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

5.53.2 NO DEVIATION FROM DECLARED PROPORTIONS

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

5.53.3 MEASUREMENT OF INGREDIENTS

The proportioning of ingredients of concrete for each batch of concrete shall be performed by an Automatic weight batching plant / or an approved weight batching machine. Water shall be fed into the mixer from a tank provided with means of adjusting the flow of water so that water supplied may be as determined for each class of concrete. Due allowance shall be made for the weight of water carried by the aggregates and the amount of water added to the mixer may be reduced as required. For this purpose the moisture content of coarse and fine aggregate shall be ascertained (as per IS 2386 Pt. III) daily and at any other times when alteration of the moisture content may be expected for fresh deliveries of aggregates/inclement weather or any other reason.

5.53.4 MIXING

The ingredients and water shall be thoroughly mixed to uniform consistency in approved type pan or drum mixer. The use of continuous mixer will not be allowed. If the Contractor should find it expedient to use small type mixers for special or outlying portions of the work rather than to supply from the main batching plant, he may subject to the approval of the Nodal Officer or his nominee, use smaller approved concrete producing units of the weigh batch type. In such cases the mix shall be adjusted to whole bags of cement and no splitting of bags will be allowed. The "time period" allowed for the mixing shall be as laid down in the foregoing table of relevant IS or as directed by the Nodal Officer or his nominee.

5.53.5 DISCHARGE FROM MIXER

The concrete shall be discharged from the mixer on to a level, clean and water-tight platform or fed into water-tight containers. The areas surrounding the mixer shall be paved and kept clean.

5.53.6 TRANSPORTATION OF CONCRETE

The concrete shall be transported from the mixer to its place of the works as rapidly as possible and in such a manner that there shall be no separation or loss of its ingredients. In no circumstances shall more than half an hour elapse between the time water is added to the mix and the time when the concrete shall be permitted to be used in the works after initial set has taken place. The use of concrete distributing chutes at an angle of more than 45 degrees from the horizontal will not be permitted without the approval of the Nodal Officer or his nominee.

5.53.7 POURING

Authorization to pour concrete shall be obtained from the Nodal Officer or his nominee at least one day in advance of each pour. The arrangements for placing concrete shall be subject to the approval of the Nodal Officer or his nominee. In no case shall the concrete be dropped or thrown from a height of more than 2 meters. Concreting of beams, slabs and similar members shall be carried out in one continuous operation to the full depth of the member and the sequence of placing shall be so arranged as to avoid disturbance to partially set concrete.

Freshly laid concrete shall not be wheeled over or otherwise disturbed when placing concrete adjacent to a construction joint, special care shall be taken not to disturb the dowels or other reinforcing bars projecting from the existing concrete. Concreting shall proceed continuously over the area between the construction joints. Fresh concrete shall not be placed against concrete which has been in position for more than 30 minutes unless a proper construction joint is formed.

5.53.8 COMPACTION OF CONCRETE

The contractor shall compact the placed concrete thoroughly by means of sufficient number of approved mechanical vibrators of adequate power and having a frequency of not less than 6000 impulses per minute. The vibrator shall be allowed to sink freely under its own weight until it enters the previous lift.

It shall be withdrawn immediately at the same rate and used at a new location. Concrete once vibrated shall not be vibrated again. The Contractor shall ensure that the concrete is thoroughly worked around the reinforcement and against external shutters and the shuttering suitably tamped so that all entrained air is expelled and the concrete surface when exposed is found good and free from air pockets, honey-combing or other defects.

5.53.9 CONCRETING IN INCLEMENT WEATHER

In the event of rain, storm or any other severe condition concreting shall be stopped

and appropriate temporary stop ends, vee grooves, etc. placed as may be necessary. During wet weather, the concrete shall be adequately protected as soon as it is placed in position. The contractor shall always have in readiness approved framed sheeting, tarpaulins etc. for the protection of green concrete from damage due to rain, storms or other weather-conditions. The Nodal Officer or his nominee may order the cutting out and replacement of the damaged concrete, all at the expenses of the Contractor.

5.53.10 CONSTRUCTION JOINTS

The joints shall be in the position as shown on the drawings or as approved and ordered by the Nodal Officer or his nominee. The cost of all shuttering for such joints shall be deemed to be included in the rates named in the bill of quantities.

The work of joints, vertical or horizontal, shall be carried out in a suitable manner as approved by the Nodal Officer or his nominee. Any skin or laitance shall be thoroughly removed and the surface roughened by hammering, brushing and washing so as to accomplish exposure of the surface of aggregate. The joints shall be thoroughly washed with clean fresh water and blown off with compressed air. The moist surface shall be covered by neat cement slurry or with a layer not less than 4 mm thick of 1:1 cement mortar of medium consistency, while placing of fresh concrete.

5.53.11 JOINTS BETWEEN PRECAST DECK UNITS

For all surfaces of precast units which will eventually be jointed to other precast units or in-situ concrete cement mortar to be used shall be of 1:1 ratio.

5.53.12 CURING

All concrete shall be protected during hardening from the harmful effects of sunshine, and drying winds. All exposed faces of concrete shall be kept continuously moist with clean fresh water for a period as laid down in Indian Standard Specifications. However, in lieu thereof the contractor may use curing compound of approved quality free of cost in conformity to IS 9103 with prior approval of the Nodal Officer or his nominee. The contractor shall remain extremely vigilant and employ proper equipment and workmen for curing.

The decision of the Nodal Officer or his nominee regarding the adequacy of curing is final. In case any lapse on the part of the Contractor is noticed by the Nodal Officer or his nominee, he will inform the Contractor or his supervisor verbally, or in writing to correct the deficiency in curing. If no satisfactory action is taken by the Contractor, the Nodal Officer or his nominee will be at liberty either to employ sufficient means through any agency to make good the deficiency and recover the cost thereof from the Contractor.

5.51 SCREENING

All the surfaces of slabs or other members not requiring to shuttering are to be screened with cement sand mortar approved by the Nodal Officer and to be laid in an approved manner and within a tolerance of plus minus 3 mm of true level and grade.

5.52 CONCRETE BELOW SPECIFIED CRUSHING STRENGTHS

Should the test cubes fail to meet the minimum specified crushing strength for each class of concrete, the Nodal Officer may take one of the following decisions.

- (a) Instruct the contractor to carry out additional tests at his own cost.
- (b) Accept the work at his discretion and in such a case may make a reduction in the rate of the appropriate item.
- (c) Reject the work in which case the contractor shall pull down and rebuild at his own cost the relevant section of work.

5.56 FAULTY WORK

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

5.57 PROGRESS REPORTS

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

5.58 MORTAR AND GROUT

5.58.1 CEMENT MORTAR

The proportions by weight of cement to fine aggregate in mortar shall be as shown on the Drawings or as otherwise directed. The mortar shall be thoroughly mixed with just sufficient water to make a homogeneous and Workable mix.

The use of plasticizers or other additives will not be permitted without the prior approval of the Nodal Officer or his nominee and the Contractor shall carry out at his own cost such tests on additive as the Nodal Officer or his nominee may direct. Mortar shall be used within half an hour of adding the water to the dry ingredients. Precast members shall be jointed to each other with cement mortar 1:1 ratio at contact surface.

5.58.2 GROUT

Except where otherwise specified or directed by the Nodal Officer or his nominee, grout shall be colloidal grout produced in plant approved by the Nodal Officer or his nominee. Neat cement shall be used unless otherwise shown on the drawings or directed by the Nodal Officer or his nominee, where the proportion by weight of cement to fine aggregate will be specified.

5.58.3 GROUTING UNDER BASE PLATES

Grouting shall be done after erection of the structural steel, unless otherwise approved by the Nodal Officer or his nominee. The contractor shall furnish all shims and level all base plates to the proper elevations before grouting.

The pedestal surfaces which are to receive the grout shall be thoroughly cleaned

immediately prior to the grouting operation. The grout shall be carefully worked under the base plates, and shall completely fill the space between the underside of the base plates and the concrete pedestal including voids around anchor bolts. After the grout had its initial set, the grout shall be cut back flush with the base plates and the surplus grout shall be removed. Before leaving the site, the contractor shall retighten the nuts of anchor bolts.

5.58.4 SHUTTERING AND FORMWORK

i. **GENERAL**

All shuttering and support required for construction of concrete works shall be designed by the contractor and relevant drawings together with calculations for strengths and deflection shall be submitted to the Nodal Officer or his nominee for approval before commencement of the work. Shuttering shall be of steel plates or plywood.

ii. **FIXING**

The contractor shall fix all the form work in perfect alignment. The form work shall be securely braced so as to be able to withstand without appreciable displacement, deflection or movement of any kind, weight of the constitution or movement of persons, material and plant. All the joints should be watertight to prevent leakage of cement slurry from the concrete. Wedges and clamps are to be used wherever practicable. Side and bottom shuttering will have to be provided for casting of precast units.

iii. **REMOVING**

Forms or shuttering shall not be disturbed until the concrete has sufficiently hardened. The proper time for removal of form work shall be in accordance with IS-456-2000 or as directed by Nodal Officer or his nominee.

iv. **FINISH /ALIGNMENT**

Shuttering shall be such as to produce a first class fair face on the concrete free from board marks or any other disfigurements, and shall be used for all surfaces exposed and unexposed. All shuttering is to be aligned with in a tolerance of 3mm.

v. **SPECIAL PROVISION**

Wherever concreting of narrow members is required to be carried out within shuttering of considerable depth, temporary openings in the sides of the shuttering shall, if so directed by the Nodal Officer, be provided to facilitate the pouring and consolidation of the concrete. Small temporary openings shall be provided as necessary at the bottom of shuttering of columns, walls and deep beams to permit the expulsion of rubbish, etc. All corners of beams, columns and slabs shall unless otherwise shown on the drawings, be provided with chamfers of 20 x 20 mm or as directed by the Nodal Officer or his nominee.

vi. **PREPARATION FOR CONCRETING**

Before any concreting is commenced, shuttering and centering shall be carefully examined and the space to be occupied by the pour, thoroughly be cleaned out. The inside of shuttering shall be treated with a coating of an approved substance to obviate adhesion and where necessary to prevent absorption from the concrete, the shuttering shall be thoroughly wetted shortly before concreting is commenced.

vii. **CONTRACTOR'S RESPONSIBILITY**

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

viii. **CLEANING AND TREATMENT OF FORMS**

All parts of the forms shall be thoroughly cleaned of old concrete, wood shavings, saw dust, dirt and dust sticking to them before they are fixed in position. All rubbish, loose concrete, chippings, shavings, saw dust etc., shall be scrupulously' removed from the interior of the forms before concrete is poured. Compressed air jet and/ or water jet along with wire brushes, brooms etc., and shall be used for cleaning. The inside surface of the form work shall be treated with approved non- staining oil or other compound before it is placed in position.

Care shall be taken that oil or other compound does not come in contact with reinforcing steel or construction joint surfaces. They shall not be allowed to accumulate at the bottom of the form work. The oiling of the form work will be inspected just prior to placement of concrete and redone wherever necessary.

ix. **RE-USE OF FORM**

Before re-use, all forms shall be thoroughly scraped, cleaned, joints and planes examined and when necessary repaired, and inside surface treated as specified herein before. Form work shall not be used/ re-used if declared unfit or unserviceable by the Nodal Officer or his nominee.

5.59 REINFORCED CONCRETE

A. GENERAL

The following clauses shall be read in conjunction with the section relating to Concrete.

B. STORAGE

The reinforcement bars shall be stored on the site on timber or concrete supports suitably spaced and of sufficient height to keep the steel clear off the ground. It shall be protected from rusting, oil, grease and distortions. The stacks shall be easily measurable. Steel needed for immediate use shall only be removed from storage.

C. BARBENDING SCHEDULES

The Contractor shall submit to the Nodal Officer or his nominee for approval Bar Bending Schedules with working drawings, showing clearly the arrangement proposed by the Contractor to match available stock of reinforcing steel. Upon receipt of the Nodal Officer or his nominee final approval of the Bar Bending, Schedule and

drawings, the Contractor shall submit requisite copies of the drawings after incorporating necessary modifications or corrections, for final record and distribution. Approval of such detailed drawings by the Nodal Officer or his nominee shall not relieve the Contractor of his responsibility for correctness nor of any of his obligations to Meet the other requirements of the Contract.

D. BENDING A REINFORCEMENT

Bending of reinforcement shall strictly be in accordance with the approved drawings, or IS: 2502 or as ordered by the Nodal Officer or his nominee. No reinforcement bar shall be bent when in position without the approval of the Nodal Officer or his nominee, whether or not it is partly embedded in the hard concrete.

E. BINDING WIRE

All bars shall be bound tightly together where they cross, with annealed steel wire 1.5 mm in diameter. The free ends of the binding wire shall be bent inwards.

F. PLACING AND FIXING

All types of reinforcement shall be correctly placed and fixed in position entirely to the satisfaction of the Nodal Officer or his nominee. The cost of providing tying wire as well as space blocks rods shall be deemed to be covered in the rate for reinforcement steel.

G. SPLICING REINFORCEMENT

Where splicing and/ or overlapping in reinforcement are required, the bars shall be provided with such splices or overlaps as are shown on the drawings or as directed by the Nodal Officer or his nominee.

H. WELDING OF REINFORCEMENT

Welding of reinforcement shall be in accordance with the approved drawings or as desired/ordered by the Nodal Officer or his nominee and in accordance with IS: 2751 and IS: 456

I. COVER OF REINFORCEMENT

Cover to reinforcement shall not be less than that specified or shown on the drawing. Where two bars cross, the outer shall have the minimum cover.

J. REINFORCEMENT TO BE CLEAN

All steel reinforcement before the concrete is deposited, shall be clean, free from dust, loose scales, oil, rusts, grease or any other deleterious materials. Particular care shall be taken to avoid contamination with oil.

K. DEPOSITING, CONCRETE

No concrete shall be deposited until all shuttering, concrete and reinforcement have been inspected and approved by the Nodal Officer or his nominee. On each concreting gang, a competent steel fitter shall be available who shall ensure that the

reinforcement and other embedded fittings are kept in position during placing and compaction of the concrete.

5.60 WATCHING & LIGHTING

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

5.61 ALLOTMENT OF SITE

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

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

5.62 ALLOTMENT OF WORK SITE

1. SITE OF WORK.

The allotment of the site is immediately hand over to contractor after the work order for the work is issued. The sites shall be hand over to contractor as per the availability of the Panels of the berth.

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

2. WORKING AREA

Area for setting up batching plant, pre-cast yard, laboratory, office, storage of steel

and cement, reinforcement yard, stacking of query materials etc. shall be provided if available with DPA. The area to be used with due care that no damage to be done to the existing structure. If any damage is done the contractor shall repair the portion in its original shape at his own cost.

Necessary permission for above said area shall be granted by the DPA in consultation of Engineer-in charge/C.E. Contractor has to make suitable platforms for stacking of materials and setting up of equipment. The necessary barricading, lights, sign boards and flags etc., wherever necessary has to be provided by the contractor.

3. HUTMENT AREA FOR LABOURS

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

5.63 PROGRESS PHOTOGRAPHS

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

5.64 AMENDMENTS

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

5.65 INFLAMMABLE STORES

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

5.66 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.

5.67 THIRD PARTY QUALITY MONITORING

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.

5.68 ADMIXTURES FOR CONCRETE

Admixtures shall be added to concrete, if required at no extra cost. Admixtures like Auramix 300 (plasticizers / super plasticizers) of approved quality for improving workability of concrete if required shall be obtained only from the manufactures approved by the Nodal Officer or his nominee. The contractor shall obtain full details from the manufactures and shall carry out such filed test as the Nodal Officer shall require before any admixture is used in the work sat the cost of the contractor. The admixture shall conform to IS9103. For achieving required strength, micro silica (silica flume) is to be added; the same shall be done at no extra cost. The test for the admixture shall be conducted at IIT/NABL/Government/Govt. approved laboratory at the cost of contractor.

SPECIFICATIONFOR CONCRETE PENETRATING CORROSION INHIBITINGADMIXTURE (CPCIA)

The corrosion inhibitor shall be water based organic type, cathodic and anodic having specific gravity of 1.04-1.06 at 25°C and viscosity of 10-20 secs by ford cupB-4. The inhibitor shall be mixed at the required dosage (Approx. 4 Kgs per cum) of mix design of concrete and shall have no deleterious effect on concrete of any grade and any cement and with any plasticizers. It is to be added in the batch water at the time of discharge in wet concrete and shall be considered in the mix design. The admixture must satisfy JIS-Z 1535 code requirement. The product shall be Auramix BCI or equivalent. The test for the admixture shall be conducted at IIT/NABL/Government/Govt. approved laboratory at the cost of contractor.

5.69 PAINTS

All synthetic paints and distempers used on the works shall be approved by the Nodal Officer or his nominee. Test certificates on, covering capacity dry film thickness and viscosity and drying time may be required.

5.70 CEMENT CONCRETE (PLAIN AND REINFORCED) AND MISCELLANEOUS FIXTURES SCOPE.

The specification cover all the requirements, described hereinafter for general use of

plain and reinforced cement concrete work in structure and location, cast- in-situ of pre-cast and shall include all incidental items of work not shown or specified by reasonably implied or necessary for the completion of the work. This specification shall also to the extent it has been referred to or applicable with the special requirements of structures covered in scope of 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. Pile | -140 to 160mm |
| 2. Precast Beam & Slab | - 40mm |
| 3. Cast-in-situ Beams & Slabs | - 40mm |
| 4. Pourable concrete cast-in-site | - 120mm |
| 5. Footing foundation | - 50mm |
| 6. Columns, pillars, post etc. | - 50mm |
| 7. Walls, pilaster, railing etc. | - 60mm |

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

For casting of cement concrete cubes, the contractor has to arrange his own molds. The Nodal Officer reserves the right to ask contractor to cast additional cement concrete 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 for 3/7 days testing. The testing charges for these cubes shall be borne by contractor. The contractor may setup cube testing facilities at site of work for testing 3/7 days cube.

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

5.71 Galvanizing standard: -

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

- d. The Engineer-in-charge may delete any number of items included in his tender (contract) without assigning any reasons and without any financial liability.
- e. 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.
- f. Unless otherwise specifically mentioned the rates quoted for all items include for all lead and lift and no extra claims shall be entertained on this account.
- g. The contractor shall have to obtain quarry permits from the office of the Geologist, Department of Geology and Mines, Bhuj-Kutch before quarrying any secondary materials like Quarry spall, crushed metal, sand, earth, murrum, rubble etc.
- h. Nothing extra shall be paid for change of quarry against lead etc.
- i. Contractor has to execute the work without disturbing the operation on berth no 1 TO 6 and 8 to 10, Contractor has to take proper safety precautions and hot permissions for the activities such as welding, gas cutting etc., from the competent authorities/bodies before execution of work.
- j. During execution of work the contractor has to arrange one small boat for inspection of the work to the employer. The berthing of this boat at landing jetty shall be at free of cost. However, Contractor has to take prior approval of DPA's Marine Department before deployment of boat by producing required documents of boat.
- k. Contractor has to coordinate with other department officials of DPA, Customs, CISF and other related departments to avoid disturbance of day to day operation of the Port and smooth execution of the proposed work.
- l. Contractor has to take full responsibility of safety, security and formalities of custom bound area etc. for all the shifts during execution of work.

5.72 SPECIFICATIONS:

The specifications provided under this clause are applicable for all the items of the work to be executed under this tender where the nature of work calls for the same even if the same is not specifically mentioned in the specifications of the respective items.

5.72.1. Piling

Empty boring

Carrying out empty boring from existing ground level till bottom of Pile cap level as specified or as the case may be. The scope also includes filling of soil / sand after completion of the pile concreting

from safety point of view. The rate includes deputing all machineries, labour and necessary safety precautions at site. 600 mm dia.

BORED PILES

Providing & construction of cast in situ RCC bored piles of specified diameters in M 30 concrete grade as shown in the structural drawings using rotary drilling rigs. Scope includes setting out cardinal points, boring in over burden through all stratas including dewatering, chiselling through obstacles like boulders, weathered rock, soft rock, providing temporary steel casing sunk to the required depth through all strata except hard rock & stabilizing the bore wall portion by using polymer slurry including flushing out the same by pumps of adequate capacity, removing all slush to locations approved, irrespective of lead as directed, lowering the reinforcement cage, welding of new bars of specified dia with stitch weld &/or lap weld in accordance with the structural drawing, as per enclosed technical specification & directions and concreting with ready mix concrete of using tremie arrangements, compaction of concrete etc. complete.

Pile length will be calculated from cut off level upto founding level. Normal concrete overflow (approx. height 600 mm) shall not be paid extra & contractor shall consider it in the concreting rate. Mix design to be submitted to the consultants for approval. Minimum cementitious content shall be as per relevant IS Code including use of plasticizers & other additives at no extra cost. Minimum cement content shall be not less than 400 kg/m^3 of concrete. Concrete slump for tremie concreting must be maintained between 150 mm and 200 mm.

Reinforcement shall be measured & paid separately. For calculation purpose length of concreted pile is considered as including Socketing length. 600mm dia.

Slurry Properties and Quality Control

The properties of bentonite/polymer slurry used for stabilizing the bore must conform to IS 2911 (Part 1/Sec 2). The contractor must conduct regular site testing to ensure the slurry maintains specified density, viscosity, and sand content throughout the boring process.

Tolerances

The execution of piles must adhere strictly to the tolerances specified in IS 2911 (Part 1/Sec 2). Positional deviation for vertical piles at the working level shall not exceed 75 mm or D/6 (whichever is less). The deviation from vertical alignment shall not exceed 1.5%. Piles found outside these tolerances shall be subject to remedial action proposed by the contractor and approved by the Engineer, at no extra cost.

Pile Head Preparation

Chipping of the pile head to the required cut-off level shall be carried out carefully using appropriate tools (avoiding heavy percussive equipment that might damage the sound concrete below) to expose clean, sound concrete and sufficient reinforcement bar length for connection to the pile cap.

PILE TESTS

Carrying out static initial Pile load tests by anchor reaction method as per IS : 2911 – Part – 4 (latest revision) with carrying out necessary calibrated measuring devices like load / pressure gauge, hydraulic jack, dial gauges and magnetic stands submitting of test report with proper presentation. Test Load: 127.75 & 52.5 MT. No extra payment shall be made for the test set up, measuring deflections and submission of report as per specifications and tender drawings. This includes making the pile head ready for testing at the desired level, supporting/reaction arrangement. Pile and the anchor piles shall be paid separately in relevant BOQ item.

Carrying out static Routine Pile load tests by anchor reaction method as per IS: 2911 – Part – 4 (latest revision*)_ with carrying out necessary calibrated measuring devices like load / pressure gauge, hydraulic jack, dial gauges and magnetic stands submitting of test report with proper presentation. Test Load: 76.35 MT. No extra payment shall be made for the test set up, measuring deflections and submission of report as per specifications and tender drawings. This includes making the pile head ready for testing at the desired level, supporting/reaction arrangement. Pile

and the anchor piles shall be paid separately in relevant BOQ item.

Carrying out Static initial Pull-out Pile load test for Test Load: 40.25 & 2.2 MT IS 2770 by either cantilever or fulcrum loading as may be approved by the Engineer, applying series of downward loads and incremental loads up to the design load. The quantum and nature of test loading will be as approved by the Engineer. No extra payment shall be made for the test set up and submission of report as per specifications and tender drawings. The rate includes deputing machineries and labour for the tests.

Carrying out Static Routine Pull-out Pile load test for Test Load: 13.2 & 24.15 MT IS 2770 by either cantilever or fulcrum loading as may be approved by the Engineer, applying series of downward loads and incremental loads up to the design load. The quantum and nature of test loading will be as approved by the Engineer. No extra payment shall be made for the test set up and submission of report as per specifications and tender drawings. The rate includes deputing machineries and labour for the tests.

Carrying out Static Initial Lateral Pile Load Test for Test Load- 13.6 & 3.75 MT as per IS 2911 with carrying out necessary calibrated measuring devices like load / pressure gauge, hydraulic jack, dial gauges and magnetic stands submitting of test report with proper presentation. No extra payment shall be made for the test set up, measuring deflections and submission of report as per specifications and tender drawings. The rates are inclusive of preparation of surface for the test.

Carrying out Static Routine Lateral Pile Load Test Load: 1.5 & 5.2 MT as per IS 2911 with carrying out necessary calibrated measuring devices like load / pressure gauge, hydraulic jack, dial gauges and magnetic stands submitting of test report with proper presentation. No extra payment shall be made for the test set up, measuring deflections and submission of report as per specifications and tender drawings. The rates are inclusive of preparation of surface for the test.

Carrying out Dynamic Load Test on Initial Piles-76.35 & 31.5 MT Conducting Initial load test on single specified each dia cast-in-situ RCC pile as specified in IS code including cost of all necessary excavation, backfilling, equipment / labour, chipping and pile preparation to the complete satisfaction of the Consultant and in accordance to IS: 2911 (latest revision*)_ Load Test on Piles (Part IV).

Dynamic Load Test on Routine Piles -31.5 MT Conducting Initial load test on single specified each dia cast-in-situ RCC pile as specified in IS code including cost of all necessary excavation, backfilling, equipment / labour, chipping and pile preparation to the complete satisfaction of the Consultant and in accordance to IS: 2911 (latest revision*)_ Load Test on Piles (Part IV).

Installation of a minimum of three sonic logging tubes into the piles before the concreting process and shall extend 0.5m above the pile head and 0.5m above the pile toe. The test generally uses PVC / steel tubes of diameters ranging 50 mm. The tubes are tied to the inside of the rebar cage. Once they are installed, they are filled with water. After all testing has been completed, and after acceptance of the drilled shaft by the Engineer, remove the water in the tubes, place grout tubes extending to the bottom of the access tube, and fill all access tubes in the drilled shafts with grout using non-shrink cementitious grout.

Carrying out Integrity testing of Pile using Low Strain/ Sonic Integrity Test/ Sonic Echo Test method in accordance with IS 14893 including surface preparation of pile top by removing soil, mud, dust & chipping lean concrete lumps etc. and use of computerized equipment and high skill trained personal for conducting the test & submission of results, all complete as per direction of Engineer. Note: - The inclusion of the above item in the schedule of work shall be judiciously decided by the technical sanctioning authority, keeping in view the quality control, type of soil strata & importance of the project. (On 100% pile).

SPECIFICATIONS

(A) BUILDING PILES

1.0 GENERAL

This Specification is to be read in conjunction with the condition of contracts, bills of quantities,

structural drawings and relevant I.S. Codes (latest revisions). Where works are ordered to be performed by the Contractor, but or not specified in the Specification, the Contractor, must carry them out with full diligence and expenditure as are expected for works of that nature.

2.0 I.S. Codes.

The Bureau of Indian Standards of the following relevant codes and their latest amendments/revisions to be referred for various aspects of Pile Foundation Works:

IS: 2911 Code of practice for Design & Construction of Pile Foundations

IS: 2911 Cast-in-situ Concrete piles (Part I /Sect 1)

IS: 2911 Concrete piles Section 4 (Part I /Sect 4) Bored pre-cast concrete piles

IS: 2911: (latest revision) (Part IV) Load Test on Piles

IS: 14893 Dynamic and Integrity Testing

IS: 1200 Method of measurement of Piling (Part XXIII)

IS: 456: (latest revision) Code of Practice for Plain & reinforced concrete

IS: 1786 High strength deformed steel bars and wires for concrete reinforcement (latest revision)

5.73 DEFECT LIABILITY:

The defect liability period for the work **is 18 months** from the date of completion of work as per completion certificate issued by the Engineer in charge. The contractor will be responsible to rectify all the defects observed during defect liability period at his own cost, failing which same will be rectified by the Engineer in charge and amount will be recovered from the performance guarantee.

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

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

5.76 The Performance Guarantee or EMD shall be submitted in the form of a Bank Guarantee from any Nationalised/Scheduled Bank (excluding Co-operative banks) having a branch at Gandhidham, or as an Insurance Surety Bond from an IRDAI-approved Insurance Company.

5.77 The bidder has to execute Integrity pact arrangements with Deendayal Port Authority, Kandla (as per agreement form enclosed) and Shri Amiya Kumar Mohapatra, IFoS (Retd.) and Shri Dr. Gopal Dhawan, Ex-CMD, MECL have been appointed by DPA as Independent External Monitors and whose address are as under: -

1. Shri Amiya Kumar Mohapatra, IFoS (Retd.),
Qrs.' No. 5/9, Unit-9, Bhoi Nagar,
Bhubaneswar-751 022.

Mobile No. 9437002530
email: amivaifs@gmail.com

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

5.78 Procedure for signing Integrity Pact:

- i. The IP duly signed by Employer/Authorized Person (of DPA) in presence of a witness along with the witness signature shall be uploaded on n-procure portal.
- ii. The bidder shall download and print the IP Agreement signed by the Employed and their witness and affix his/her signature on the IP Agreement in the presence of a witness from his/her side, who shall also affix his/her signature thereof. Having completed the signing procedure, the Potential bidder shall upload the duly filled and signed IP Agreement on n-procure portal.
- iii. The procedure mentioned above regarding signing IP Agreement by both the parties 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 the bidder shall submit the Hard Copy of the duly filled, signed IP Agreement to the Department concerned of DPA within a period of seven days and prior to opening of the Technical Bid, failing which bid of potential bidder shall be treated as disqualified / non-responsive.

The bidder have to sign and seal and upload the scanned copy of Integrity Pact form (as per agreement form enclosed) in technical bid as a token of acceptance. Original hard copy of the same along with the tender documents shall have to forwarded subsequently so as to reach the office of Executive Engineer (P) within 7 days of opening of the tenders failing which tender shall be considered irrelevant, However, the Integrity Pact is to be executed on Stamp paper with the successful bidder during the issuance of Pre- Acceptance letter.

5.79 While evaluating tenders, regards would be paid to National Defense Security consideration.

5.80 Removal of rejected / substandard materials.

- i. Whenever any material brought by the contractor to the site of work is rejected, entry thereof should invariably be made in the site order book under the signature of Assistant Engineer, giving the approximate quantity of such materials.
- ii. As soon as the material is removed, a certificate to that effect shall be recorded by the JE/AE against the original entry, giving the date of removal and mode of

removal, including the registration No of the truck and a copy of gate pass wherever applicable.

5.81 NIL.

5.82 The contractor has to carry out the plantation at least 100 saplings with proper tree guard (Metal Tree Guard, with Anti-corrosive paint) and maintain them till the completion of maintenance/ defect liability period including providing arrangements for trimming the plantations, watering, temporary guarding etc. and number of tress shall be same till defect liability period. The cost of the same has to be borne by the contractor. In the event of failure of carrying out such work the department has to done the same at the risk and cost of the contractor.

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

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

5.85 NIL.

5.86 Special Conditions for Environmental Protection

- 1.The Contractor shall strictly follow-up the Environmental rules as per the Environmental Protection Act 2022. While execution of work and as directed by Engineer in Charge.
- 2.All the Construction materials e.g. Cement, Aggregates, sand & fill materials which are to be used in construction work shall be covered with Tarpaulin or other fabric material as directed by Engineer in Charge.
- 3.The contractor should stack and dispose the waste material in such a manner which is not destroying the environment.
- 4.The contractor shall sprinkle the water to minimize the dust emission.
- 5.Machine mixers, vibrators, way batcher's plant, diesel generator sets and other vehicles engines shall not be left running when not in use.
- 6.Emission of NO₂ and SO₂ shall be maintained within the work site area as per the International Regulations (MARPOL).
- 7.To prevent the minimize vibration and noise from machineries / vehicles during construction activities the contractor shall take the remedial action to minimize noise pollution as under: -
 - (i) Provide adequate silencers attached with all vehicles and machineries.

- (ii) Install suitable mufflers on engine exhaust and compressor component.
 - (iii) The diesel generators set shall be used of noise less.
 - 8.The contractor (s) shall stacked/stored the construction materials at adequate distance from coastal area.
 - 9.The contractor shall provide the barrier to prevent the construction material from mixing up with surface / ground water.
 - 10. The contractor (s) should discharge Waste water generated during Construction work as per CPCB/GPCB regulations.
- 5.87** Special Conditions for **Tender Documents** The all required documents for Technical bids as per tender and other documents which are going to be submitted in physical form should be upload on (n)procure site while bidding in same sequence with index.
- 5.88** The contractor shall be registered under the building and other constructions workers (Regulation of employment and conditions of Services) Act, 1996.
- 5.89** 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 the work done or as amended by Statutory Authority from time to time, paid to concerned authority is submitted for the previous bill.
- 5.90** The documentary evidence (copy of paid challan in Govt. Treasury) of Welfare Cess @1% of work done or as amended by Statutory Authority from time to time, paid to concerned authority is submitted before releasing the performance Guarantee.
- 5.91 The bid shall remain valid for 120 days from the date of opening of technical bid.**

Contractor

EXECUTIVE ENGINEER (P)
DEENDAYALPORTAUTHORITY

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 successful bidder will be required to provide performance and advance payment securities in accordance with one of the forms, or in a similar form acceptable to the employer

Specimen EMD (Bank Guarantee Format)

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

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

Beneficiary's Bank details are as under:

Account No.

ISFC Code:

Beneficiary: _____ (Name and Address of Employer/Board)

Date: _____

Tender Guarantee No.: _____

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

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

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

(b) Having been notified of the acceptance of its Tender by the

Employer/Board during the period of Tender validity, (i) fails or refuses to execute the Form of Agreement, if required, or (ii) fails or refuses to furnish the performance guarantee, in accordance with the Instructions to Tenderers. This guarantee will expire unless otherwise extended or informed by the

Employer/ Board:

(a) If the Tenderer is the successful Tenderer, upon our receipt of copies of the

contract signed by the Tenderer and the performance guarantee issued to you upon the instruction of the Tenderer; or

(b) If the Tenderer is not the successful Tenderer, upon the earlier of

(i) Our receipt of a copy of your notification to the Tenderer of the name of the successful Tenderer; or

(ii) Twenty-eight days after the expiration of the Tenderer's tender or any extended period there of;

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

[Signature(s)]

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

SPECIMEN BANK GUARANTEE

PERFORMANCE GUARANTEE / SECURITY DEPOSIT

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

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

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

(Name of the contractor/s)

from the demand under the terms and condition of the contract, vide from the demand under the condition of the contract, vide 's letter

No

(Name of the Department)

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

1. We, _____, do here by

(Name of Bank) (Name of Branch)

Undertake to pay the amount due and payable under this guarantee without any demur merely on a demand from the Board stating that the amount claimed is due by way of loss or damage caused to or which would be caused to or suffered by the Board by reason of the contractor's failure to perform the said contract. Any such demand made on the Bank shall be conclusive as regards the amount

due and payable by the Bank under this Guarantee. However, our liability under this guarantee shall be restricted to any amount not exceeding Rs. _____(Rupees _____) only.

2. We, _____, undertake to pay to the

(Name of Bank and Branch)

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

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

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

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

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

Board shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said contract or to extend the time of performance by the said contract or to extend the time of performance by the said Contractors from time to time or to postpone for any time or from time to time any of the powers exercisable by the board against the said

Contractors and to forebear or enforce any of the terms and conditions relating to the said contract and we shall not be relieved from our liability by reason of any such variation or extensions being granted to the contractors or for any

forbearance, act or omission on the part of the Board or any indulgence shown by the board to the

Contractors or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

5. This guarantee will not be discharged due to the change in the constitution of the Bank or the Contractor(s).
6. It is also hereby agreed that the Courts in Gandhidham would have exclusive jurisdiction in respect of claims, if any, under this Guarantee.
7. We, Bank lastly undertake not to revoke this guarantee during its currency except with the previous consent of the Board in writing.
8. Notwithstanding anything contained herein:

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

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

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

before _____ (date of expiry of Guarantee).”

Date _____ day of _____ 20

For (Name of Bank)

(Name)

Signature

SPECIMEN BANK GUARANTEE FOR ADVANCE PAYMENT

(Refer Section – 5 – Not Applicable)

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

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

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

(Name of the contractor/s)

from the demand under the terms and condition of the contract, vide from the demand under the condition of the contract, vide 's letter

No _____

(Name of the Department)

Date _____ made between the contractors and the Board for execution of covered under Tender No. _____ dated _____

(hereinafter called “the said contract”) for the payment of Advance Payment in cash or Lodgment of Government Promissory Loan Notes for the due fulfillment by the said contractors of the terms and condition of the said contract, on production of a bank Guarantee for Rs. _____ (Rupees _____) only we, the _____

(Name of the Bank and Address)

(here in after Referred to as “the Bank”) at the request of the contractors do here by undertake to pay to the Board an amount not exceeding Rs. _____ (Rupees _____) only against any loss or damage caused to or suffered by the Board by reason of any breach by the contractors of any of the terms and conditions of the said contract.

1. We, _____, do hereby

(Name of Bank) (Name of Branch)

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

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

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

3. We, _____ further agree with the Board that
the

(Name of Bank and Branch)

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

(Name of the user department)

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

4. We, _____ further agree with the Board that the (Name of Bank and Branch)
Board shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said contract or to extend the time of performance by the said contract or to extend the time of performance by the said Contractors from time to time or to postpone

for any time or from time to time any of the powers exercisable by the board against the said Contractors and to forbear or enforce any of the terms and conditions relating to the said contract and we shall not be relieved from our liability by reason of any such variation or extensions being granted to the contractors or for any forbearance, act or omission on the part of the Board or any indulgence shown by the board to the Contractors or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

5. This guarantee will not be discharged due to the change in the constitution of the Bank or the Contractor(s).
6. It is also hereby agreed that the Courts in [Gandhidham] would have exclusive jurisdiction in respect of claims, if any, under this Guarantee.
7. We, _____ Bank lastly undertake not to revoke this guarantee during its currency except with the previous consent of the Board in writing.
8. Notwithstanding anything contained herein:
 - a) Our liability under this Bank Guarantee shall not exceed Rs. _____ (Rupees _____ only).
 - b) This Bank Guarantee shall be valid up to _____; and
 - c) We are liable to pay the guarantee amount or any part thereof under this Bank Guarantee only and only if you serve upon us a written claim or demand on or before (date of expiry of Guarantee)."

Date _____ day _____ of 20

For (Name of Bank)

(Name)

Signature

DISPUTES REVIEW BOARD AGREEMENT

(Refer Section – 5 – Not Applicable)

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

This agreement, made and entered in to this.....Day of.....20
.....Between..... (“The Employer/Board”) and
..... (“the contractor”), and the Disputes Review Board (“ the DR Board
”) consisting of one/three DR Board Members, (Members from either party, i.e.
contractor and Employer/Board)

(1)

.....(2)

.....(3)

..... [Note: Delete whatever is not applicable]

WITNESSETH, that WHEREAS, the Employer/Board and the contractor have
contracted for the execution of Project name)
..... (the “contract”) and WHEREAS, the contract provides for the
establishment and operation of the DR Board NOW THEREFORE, the parties hereto
agree as follows:

1. The parties agree to the establishment and operation of the DR Board in accordance with this DR Board Agreement.
2. Expect for providing the services required hereunder, the DR Board Members should not give any advice to either party or to the Nodal Officer or his nominee concerning conduct of the works.

The DR Board Members:

(a) Shall have no financial interest in any party to the contract or the Nodal Officer or his nominee, or a financial interest in the contract, except for payment for services on the DR Board.

(b) Shall have had no previous employment by, or financial ties to, any party to the contract, or the Nodal Officer or his nominee, expect for fee based consulting

services on other projects, all of which must be disclosed prior to appointment to the DR Board.

- (c) Shall have disclosed in writing to the parties prior to signature of this Agreement any all recent or close professional or personal relationships with any director, officer, or employee of any party to the Nodal Officer or his nominee, and any and all prior involvement in the project to which the contract relates.
 - (d) Shall not, while a DR Board Member be employed whether as a consultant or otherwise by either party to the contract, or the Nodal Officer or his nominee, expect as a DR Board Member.
 - (e) Shall not, while a DR Board Member, engage in discussion or make any agreement with any party to the contract, or with the Nodal Officer or his nominee, regarding employment whether as a consultant or otherwise either after the contract is completed or after services as a DR Board Members.
 - (f) Shall be and remain impartial and independent of the parties and shall disclose in writing to the Employer/Board, the contractor, the Nodal Officer or his nominee, and one another any fact or circumstances which might be such to cause either the Port or the contractor to question the continued existing of the impartiality and independence required of DR Board Members.
3. Except for its participation in the DR Board activities as provided in the contract and in this Agreement none of the Employer / Board, the contractor, the Nodal Officer or his nominee, and one another any fact or circumstances which might be such to cause either the Employer/Board or the contractor to question the continued existence of the impartiality and independence required of DR Board Members.
4. The contractor shall:
- a) Furnish to each DR Board Member one copy of all document which the DR Board may request including contract document, progress report, variation orders, and other document, pertinent to the performance of the contract.
 - b) In co-operation with the Employer/Board, co-ordinate the site visits of the DR Board, including conference facilities and secretarial and copying services.
5. The DR Board shall serve throughout the operation of the contract. It shall begin operation following execution of this Agreement and shall terminate its activities after issuance of the taking over certificate and the DR Board's issuance of its Recommendation on all disputes referred to it.

6. DR Board Member, shall not assign or subcontract any of their work under this Agreement.
7. The DR Board Members are independent and not employees or agents of either the Employer/Board or the Contractor.
8. The DR Board Members are absolved of any personal or professional liability arising from the activities and the Recommendations of the DR Board.
9. Fees and expenses of the DR 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 or his nominee at regular intervals, at times of critical construction events, and at the request of either party. The timing of site visit shall be fixed by the DR Board
 - b. Site meeting shall consist of an informal discussion of the status 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 stating that it is given pursuant to clause [number] and stating clearly and in detail the basis of the dispute.
 - b) The party receiving the Notice of Dispute will consider it and respond in writing within 7 days after receipt.
 - c) This response shall be final and conclusive on the subject, unless a written appeal to the response is filed with the responding party within 7 days of receiving the response. Both parties are encouraged to pursue the matter further to attempt to settle the dispute. When it appears that the dispute cannot be resolved without the assistance of the DR Board either party may refer the dispute to the DR

Board by written Request for Recommendation to the Board, the other party & the Nodal Officer or his nominee stating that it is made pursuant to [insert relevant clause no.]

- d) The Request for recommendation shall state clearly and detail the specific issues of the dispute to be considered by the DR Board.
- e) When a dispute is referred to the DR Board, and the DR Board is satisfied that the dispute requires the DR Board's assistance, the DR Board shall decide when to conduct a hearing on dispute. The DR Board may request that written documentation and arguments from both parties be submitted to each DR Board Members before the hearing begins. The parties shall submit insofar as possible agreed statements of the relevant facts.
- f) During the hearing, the contractor, the Employer/ Board, the Nodal Officer or his nominee shall each have ample opportunity to be heard and to offer evidence. The DR Board's Recommendation for resolution of the dispute will be given in writing, to the Employer/ Board, the contractor and the Nodal Officer or his nominee as soon as possible, and in any event not more than 28 days after the DR Board's final hearing on the dispute.

12. Conduct of Hearing:

- a) Normally hearing will be conducted at the sites, but any location that would be more convenient and still provide all required facilities and access to necessary documentation may be utilized by the DR Board. Private Sessions of the DR Board may be held at any location convenient to the DR Board.
- b) The Employer/ Board, the Nodal Officer or his nominee and contractor shall have representatives at all hearing.
- c) During the hearing, no DR Board Member shall express any opinion concerning the merit of any facet of the case.
- d) After the hearing is concluded, the DR Board shall meet privately to formulate its Recommendation. All DR Board deliberation shall be conducted in private, with all individual views kept strictly confidential. The DR Board's Recommendations, together with an explanation of its reasoning shall be submitted in writing to both parties and to the Nodal Officer or his nominee. The pertinent contract provision, applicable laws and regulations, and the facts and circumstances involved in the dispute.

The DR Board shall make every effort to reach a unanimous Recommendation. If this proves impossible, the majority shall decide, and the dissenting member 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 have disbanded the Disputes Review Board. In such an event, the disputes shall have referred to Arbitration straightaway. The Employer/Board and the contractor shall jointly sing a notice specifying that the DR Board shall stand disbanded with effect from the date specified in the notice. The notice shall have posted by a registered letter with AD or delivery of the letter, even if he refuses to do so.

SPECIMEN FORMAT FOR DECLARATION

(To be executed on bidder's letter head)

To

(Project Title)

Ref: _____

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

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

Date:

Place:

Name of the Applicant:

Represented by (Name & Capacity) _____

**SPECIMEN LETTER OF AUTHORITY FROM BANK
FOR ALL BGs**

(To be executed on Bank's Letter Head)

Date:

To,

The Board of Deendayal of Port Authority

Dear Sir,

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 favouring
yourselves, issued on account of M/s. _____ validity for
expiry up to date _____ and claim expiry date up to _____

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

Name of signature of Bank Officer

**SPECIMEN LETTER OF AUTHORITY FOR
SUBMISSION OF BID**

(To be executed on Rs.300/- or appropriate value of
non Judicial Stamp Paper)

To
The (PORT Address)

Dear Sir,

We-----
----- do hereby confirm that Shri (Name, designation

and Address) is/are authorized to represent us to bid, negotiate and conclude the agreement on our behalf with you against tender no. ----- and his specimen signature is appended 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:

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 of2019 by and between (i) M/s. (**Name of the firm to be filled-in**), (ii) M/s. (**Name of the firm to be filled-in**) ,
....., primarily for the work under the Deendayal Port Authority.

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

1. Formation of Joint Venture/Consortium

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

(ii) M/s. (**Name of the firm to be filled in**) is engaged in..... (Details of the works

undertaken by the party)

(iii)

1.1. On behalf of Board of Authority of Deendayal Port (hereinafter referred to as-Employer[]), the Chief Engineer, Deendayal Port Authority has invited bids from the experienced, resourceful and bonafide Developers with proven technical and financial capabilities of executing the work **Scaling up the 1 MW Plant by additional 5 MW, Green Hydrogen Plant in DPA with capabilities to further enhance up to 10 MW in future by using Common Infrastructure Facilities – Civil Work**

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

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

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

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

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

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

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

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

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

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

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

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

(iii) **.....**

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

a) The Lead Partner shall provide suitable experienced personnel at site, for general planning, site management and equipment operations, during entire period of contract execution.

b) **(.....Name of Partner to be filled-in)** shall carry out the following works-----

c) **(.....Name of Partner to be filled-in)** shall carry out the following works.

d)

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

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

1.14. It is here by agreed and undertaken that, all the parties are jointly and severally liable to the -Board of Port of Deendayal for the performance of the contract.

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

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

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

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

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

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

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

The parties hereto have mutually agreed to the terms and conditions set forth herein above and have assured each other to duly perform the reciprocal promises and obligations on either side for effective implementation of the JV/Consortium for proper and due completion of the works envisaged, in the event of award of contract to the JV/Consortium and have affixed their signature in this indenture on this theday 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 2018**, we,

(i) (..... *Name of legally authorized signatory of first partner to be filled in.....*), (ii) (..... *Name of legally authorized signatory of second partner to be filled in*),

..... hereby jointly authorize and

agree the Lead Partner, M/s (... *Name of the lead partner to be filled in.....*), (a) to submit bid, negotiate and conclude contract and incur all liabilities therewith on behalf of the partner(s) of the JV /Consortium during the bidding process; and (b) in the event of a successful bid, to incur liabilities and receive instructions for and on behalf of the partner(s) of the JV /Consortium and to carry out the entire execution of the contract including payment for the work **of Scaling up the 1 MW Plant by additional 5 MW, Green Hydrogen Plant in DPA with capabilities to further enhance up to 10 MW in future by using Common Infrastructure Facilities – Civil Work** exclusively through Lead Partner.

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

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

.....

.....

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

Format of Insurance Surety Bond for Earnest Money Deposit

(To be executed on Non-Judicial Stamp Paper of Appropriate value)

Insurance Surety Bond No.....

Date:.....

(Name of Contract)

To: (Name and address of Employer)

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

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

THE CONDITIONS of this obligation are as follows:

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

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

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

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

For and on behalf of the Insurance Company

in the capacity of

Common Seal of the Insurance Company with complete address including Tel. Nos./e-Mail Id. Staff Authority No. of the officer of the Insurance Company/Signatory

INSTRUCTIONS FOR EXECUTION OF INSURANCE SURETY BOND FOR EARNEST MONEY DEPOSIT

1. Insurance Surety Bond for Earnest Money Deposit should be executed on non-judicial Stamp papers of requisite value in accordance with the stamp Act if applicable to that particular state of Indian Union country of executing Insurance Company, where executed. In case the same is issued by an International Insurance Company (it should be registered under insurance Act 1938 or as amended from time to time and approved by the Insurance Regulatory Development Authority of India (IRDAI)) the law prevalent in the country of execution shall prevail for the purpose of Stamp Duty on the Insurance Surety Bond. However, in such a case, the Insurance Surety Bond for Earnest Money Deposit shall be got confirmed by the Bidder through any Indian Scheduled/Nationalized Insurance Company.
2. The executing officers of the Insurance Surety Bond for Earnest Money/Bid Security shall clearly indicate in (block letters) his name, designation, Power of Attorney No./Signing Power No. as well as telephone/ fax numbers with full correspondence address of the issuing Guarantee etc.
3. Each page of the Insurance Surety Bond for Earnest Money Deposit shall be duly signed/initialled by the executing officers and the last page shall be signed in full, indicating the particulars as aforesaid (sub-para 2) under the seal of the Insurance Company
4. Stamp paper shall be purchased in the name of Insurance Company counting the Insurance Surety Bond, after the date 'Notice Inviting Tender', not more than six months prior to execution/issuance of the Insurance Surety Bond. The name of the purchaser should appear at the back side of stamp paper in the Vendors Sing. The issuing insurance Company shall be requested independently for verification/confirmation of the Insurance Surety Bond issued, nonconfirmation 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 Act amended from time to time and approved by the insurance Regulatory Development Authority of India (IRDA) in Indian currency (INR) only is acceptable to the Employer.
6. Insurance Surety and for Bid security in original shall be submitted along with the Bid. However, the issuing Insurance Company shall submit an unstamped duplicate copy of Insurance Surety Bond directly by registered post (A.D.) to the Employer (authority inviting tenders) with forwarding letter.

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 Kandla, Deendayal Port Authority A.O. Building, P.O.
Box No. 50, Gandhidham – Kutch.

Dear Sirs,

In consideration of the Board of Deendayal Port Authority of the Port of DEENDAYAL PORT AUTHORITY (hereinafter called “ The Board” which expression shall unless excluded by or repugnant to the context or meaning thereof be deemed to include the Board of Deendayal Port Authority of the Port of [DEENDAYAL PORT AUTHORITY], its successors and assigns) having awarded to M/s [Contractor's Name] with its Registered/Head Office at (hereinafter referred to as the ‘Contractor’, which expression shall unless repugnant to the context or meaning thereof, include its successors administrators, executors and assigns), a Contract by issue of Employer’s Letter of Acceptance No..... dated and the same having been acknowledged by the Contractor, for [Contract sum in figures and words] for [Name of the work] and the Contractor having agreed to provide a Contract Performance Guarantee for the faithful performance of the entire Contract equivalent to(*) of the said value of the aforesaidwork 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 annual value for minimum validity period of 03 years before signing the agreement denominated in the types and proportions of currencies.

(@) This date will be ninety (90) days, claim period of three months, same shall be extended or renewed for same period, before 03 months of expiry of the previous Performance Guarantee.

(+) This date will be the date of issue of defect liability Certificate.

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

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

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

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

ANNEXURE I

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. **P-01/2026**. The Principal values full compliance with all relevant laws of the land rules, regulations, economic use of resources and of fairness / transparency in its relations with its Bidder(s) and / or Contractor(s).

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

Section 1 - Commitments of the Principal

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

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

- (1) The Bidder(s) / Contractor(s) commits themselves to take all measures necessary to prevent corruption. The Bidder(s) / Contractor(s) commits themselves to observe the following principles during participation in the tender process and during the contract execution.
 - a. The Bidder(s) / Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal's employees involved in tender process or the execution of the contract or to any third person any material or other benefit, which he / she is not legally entitled to, in order to obtain in exchange of advantage of any kind whatsoever during the tender process or during the execution of the contract.
 - b. The Bidder(s) / Contractor(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids, or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.

- c. The Bidder(s) / Contractor(s) will not commit any offence, under the relevant Prevention of Corruption Act / Indian Penal Code / PC Act; further the Bidder(s) / Contractor(s) will not use improperly, for purposes of competition, or personal gain, or pass on to others, any information or document provided by the Principal, as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
 - d. The Bidder(s) / Contractor(s) of foreign origin shall disclose the name and address of the Agents / Representatives in India, if any. Similarly, the Bidder(s) / Contractor(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any. Further details as mentioned in the "Guidelines on Indian Agents of Foreign Suppliers" shall be disclosed by the Bidder(s) / Contractor(s). Further, as mentioned in the Guidelines all the payments made to Indian agent / representative have to be in Indian Rupees only. Copy of the "Guidelines on Indian Agents of Foreign Suppliers" is placed at (page Nos. 7-20)
 - e. The Bidder(s) / Contractor(s) will, when presenting their bid, disclose any and all payments made, is committed to or intends to make to agents, brokers or any other intermediaries, in connection with the award of the contract.
 - f. Bidder(s) / Contractor(s) who have signed the Integrity Pact shall not approach the Courts while representing the matter to IEMs and shall wait for their decision in the matter.
- (2) The Bidder(s) / Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

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

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

Section 4 - Compensation for Damages

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

Section 5 - Previous transgression

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

Section 6 - Equal treatment of all Bidders / Contractors

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

Section 7 - Criminal charges against violating Bidders / Contractors

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

Section 8 - External Independent Monitor

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

between the Principal and the Bidder / Contactor. The parties offer to the Monitor the option to participate in such meetings.

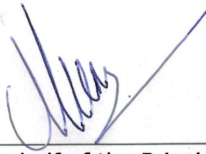
- (6) As soon as the Monitor notices, or believes to notice, a violation of this agreement, he / she will so inform the Management of the Principal and request the management to discontinue, or take corrective action. The Monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.
- (7) The Monitor will submit a written report to the Chairperson of the Board of the Principal, within 8 to 10 weeks from the date of reference or intimation to him by the Principal and, should the occasion arise, submit proposals for correcting problematic situations.
- (8) If the Monitor has reported to the Chairperson of the Board of the Principal, a substantiated suspicion of an offence under relevant IPC / PC Act and the Chairperson of the Board of the Principal has not, within reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner, Government of India.
- (9) The word "Monitor" would include both singular and plural.

Section 9 - Pact Duration

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

Section 10 - Other Provisions

- (1) This agreement is subject to Indian Law. Place of performance and jurisdiction is the Registered Office of the Principal, i.e. Gandhidham, Gujarat.
- (2) Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.
- (3) If the Bidder / Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.
- (4) Should one or several provisions of this agreement, turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.
- (5) Issues like Warranty / Guarantee etc. shall be outside the purview of IEMs.
- (6) In the event of any contradiction between the Integrity Pact and its Annexure, the Clause in the Integrity Pact will prevail.



(For & on behalf of the Principal)

Executive Engineer(Civil)
(Office Seal) Division



Signature of Witness:
(Name & Address)

G. SRINIVASA RAO

HYDROGRAPHIC SURVEYOR

DEENDAYAL PORT AUTHORITY

(For & on behalf of the
Bidder/Contractor)

(Office Seal)

Signature of Witness:
(Name & Address)

Place: Gandhidham

Date: ____/____/20____

Note: The bidder has to execute Integrity Pact agreement with Deendayal Part Authority (as per Bid Response Sheet No. 10 and Shri Amiya Kumar Mohapatra, IFoS (Retd.) and Dr. Gopal Dhawan, Ex-CMD MECL have been appointed by DPA as independent External Monitors and whose address are as under: -

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

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

GUIDELINES ON BANNING OF BUSINESS DEALINGS

(Effective from 01/01/2023)



DEENDAYL PORT AUTHORITY

(Formerly known as Kandla Port Trust)
GANDHIDHAM - KUTCH - GUJARAT - 370 201.

Sr. No.	CONTENTS	Page
1.	Introduction	9
2.	Scope	9-10
3.	Definitions	10-11
4.	Initiation of Banning / Suspension	11-12
5.	Suspension of Business Dealings	12-13
6.	Grounds on which Banning of Business Dealings can be initiated	13-15
7.	Banning of Business Dealings	15-18
8.	Department / Division wide Hold on participation of the Agency in Tenders	18
9.	Show-cause Notice	18-19
10.	Appeal against the Decision of the Competent Authority	19
11.	Circulation of the names of Agencies with whom Business Dealings have been banned	19-20
12.	Saving	20

1. Introduction

- 1.1 "Board" of Deendayal Port Authority (DPA) constituted by the Central Government in accordance with sub-section (1) of section 3 of the Major Port Authorities Act, 2021, has to ensure preservation of rights enshrined under the above Act. DPA has also to safeguard its commercial interests. DPA is committed to deal with Agencies, who have a very high degree of integrity, commitment and sincerity towards the work undertaken. It is not in the interest of DPA to deal with Agencies who commit deception, fraud or other misconduct while participating in tenders/in the execution of contracts awarded/orders issued to them. In order to ensure compliance with the constitutional mandate, it is incumbent on DPA to observe principles of natural justice before banning the business dealings with any Agency.
- 1.2 Since banning of business dealings involves civil consequences for an Agency concerned, it is incumbent that adequate opportunity for hearing is provided and the explanation, if tendered, is considered before passing any order in this regard keeping in view the facts and circumstances of the case.
- 1.3 The objective of these guidelines is to have a common procedure for Banning of Business Dealings with Agencies across the Company.

2. Scope

- 2.1 These guidelines are applicable to the sale and procurement of goods & services including contracts / projects across all the Departments and Divisions of DPA.
- 2.2 The General Conditions of Contract (GCC) of DPA provide that DPA reserves the rights to keep on hold participation in tenders or to ban business dealings if any Agency has been found to have committed misconduct and also to suspend business dealings pending investigation. If such provision does not exist in any GCC, the same may be incorporated.
- 2.3 Similarly, in the case of sale of material, there is a clause in Sale Order to deal with the Agencies / customers / buyers, who indulge in lifting of material in unauthorized manner. This should also include all activities including unauthorized selling of the material. If such a stipulation does not exist in any Sale Order, the same may be incorporated.
- 2.4 However, absence of such a clause as mentioned at para 2.2 & 2.3 above does not in any way restrict the right of the Board (DPA) to take action / decision under these guidelines in appropriate cases.
- 2.5 The procedure for (i) Board wide Hold on participation of the Agency in Tenders (ii) Suspension and (iii) Banning of Business Dealings with Agencies, has been laid down in these guidelines.
- 2.6 It is clarified that these guidelines do not deal with the decision of the Management not to entertain any particular Agency due to its poor / inadequate performance or for any other reason.

2.7 The banning shall be with prospective effect, i.e., future business dealings.

3. Definitions

In these Guidelines, unless the context otherwise requires:

- i) 'Party / Contractor / Supplier / Purchaser / Customer / Bidder / Tenderer' shall mean and include a public limited company or a private limited company, a firm whether registered or not, an individual, partnership firm, Limited Liability Partnership, a cooperative society or an association or a group of persons engaged in any commerce, trade, industry, etc. Party / Contractor / Supplier / Purchaser / Customer / Bidder / Tenderer' in the context of these guidelines is termed as 'Agency.'
- ii) 'Inter-connected Agency' shall mean two or more companies having any of the following features:
 - a. If one is a subsidiary of the other;
 - b. If the Functional Director(s), Partner(s), Manager(s) or Representative(s) are common;
 - c. If management is common;
 - d. If one owns or controls the other in any manner;
 - e. If the agencies have same authorized signatory (ies)
 - f. If they have the same address/same Permanent Account Number / same Bank Account Number / common email ID.

Note: This list is only illustrative in nature.

- iii) 'Competent Authority' and 'Appellate Authority' shall mean the following:

Area of Banning/ Suspension	Competent Authority	1st Appellate Authority	2nd Appellate Authority
Board-wide banning	HoD of the Board	Chairman, DPA	--
Banning / Suspension of business dealings with Foreign supplier of imported coal & coke	HoD's Committee	Chairman, DPA	DPA Board**
Board wide Suspension of business dealings with Agency	Officer nominated by Chairman of Board. For Department headed by HoDs, the respective HoDs will nominate the officer for this purpose.*	Chairman of the Board. For Departments headed by HoDs, the respective HoDs will be the Appellate Authority.	--
Board wide Hold on the participation of the Agency in Tenders #	Officer nominated by Chairman of Board. For Departments headed by HoDs, the respective HoDs will nominate the officer for this purpose.*	Chairman of the Board. For Departments headed by HoDs, the respective HoDs will be the Appellate Authority.	--

- * *For Board – The nominated officer shall be a Direct Reporting Officer (DRO) not below the rank of Head of the Department for “Competent Authority” for the purpose of suspension of business dealings with the Agency as well as for Board wide Hold on participation of the Agency in tenders under these guidelines. For Corporate Office, in case of procurement of items / award of contracts to meet the requirement of Corporate Office only, Head of Department shall be the Competent Authority and HoD concerned shall be the Appellate Authority. The Management of Subsidiary shall define / appoint the “Competent Authority”, Appellate Authority & Standing Banning Committee in their respective cases.*
- # *This provision for Hold on participation of the Agency in tenders shall be applicable only in such case where Standing Banning Committee recommends for keeping on Hold the participation in tenders and which shall be limited to particular Department / Division.*
- ** *This would be applicable only in cases of banning of business dealings with Foreign Suppliers of imported coal and coke.*

- iv) ‘Investigating Department’ shall mean any Department or Division investigating into the conduct of the Agency and shall include the Vigilance Department, Central Bureau of Investigation, the State Police or any other department set up by the Central or State Government having powers to investigate.

4. Initiation of Banning/Suspension

Action for banning/suspension of business dealings with any Agency should be initiated by the Concerned Department such as Indenting / Contracting / Executing Departments, etc. having business dealings with Agency or by the department which floated the tender (in case where the tenderer has committed deception, fraud or other misconduct) subsequent to noticing the irregularities or misconduct on their part.

5. Suspension of Business Dealings

- 5.1 If the conduct of any Agency (except Foreign Suppliers of imported coal and coke) dealing with DPA is under investigation by any department of any Department, the Concerned Department may consider whether the allegations under investigations are of serious nature and whether pending investigations, it would be advisable to suspend (temporarily discontinue) business dealings with the Agency. Recommendation in the matter shall be submitted to the Competent Authority for this purpose.
- 5.2 If the Competent Authority, after consideration of the matter including the recommendation of the Investigating Department, decides that it would not be in the interest of Department of DPA to continue business dealings pending investigation, it may suspend business dealings with the Agency. The Suspension Order to this effect shall be issued by the Head of Concerned Department or by his representative / concerned executive with the approval of the Head of the Concerned Department, indicating a brief of the charges under investigation and the period of suspension. If it is decided that inter-connected Agencies would also come within the ambit of the order of suspension, the same should be specifically stated in the order. Ordinarily, the

order of suspension would operate for a period not more than six months and may be communicated to the Agency and also to the Investigating Department.

Further to the suspension, the investigation, recommendation by the Standing Banning Committee (SBC) and final decision by the Competent Authority to be completed within six months from order of suspension.

- 5.3 The order of suspension of business dealings with the Agency under investigation shall be communicated to all Departmental Heads within the Board. During the period of suspension, no fresh contract will be entered into with the Agency. Suspension would be valid only for the concerned Board.
- 5.4 As far as possible, the Agency under suspension should be allowed to complete the job of existing contracts, unless the Competent Authority, having regard to the circumstances of the case, decides otherwise. Once the order for suspension is issued, existing offers against ongoing tenders (prior to issuance of contract)/ new offers of the Agency shall not be entertained during the period of suspension.
- 5.5 For suspension of business dealings with Foreign Suppliers of imported coal & coke, following shall be the procedure :-
- i) Suspension of the foreign suppliers shall apply throughout the Board including Subsidiaries.
 - ii) The complaint against any foreign supplier shall be investigated by Board or by any other Investigating Department. If the gravity of the misconduct under investigation is found serious and it is felt that it would not be in the interest of DPA to continue to deal with such Foreign Supplier, pending investigation, the recommendation on such matter by Investigating Department (including Board) may be sent to Chairman, DPA to place it before a Committee consisting of the following:
 - 1. Head of Finance Department,
 - 2. Head of Department
 - 3. Head of Law / Legal DivisionThe committee shall expeditiously examine the report; give its comments / recommendations within twenty one days of receipt of the reference by DPA.
 - iii) The comments / recommendations of the Committee shall then be placed before DPA Board's Committee. If DPA Board's Committee decides that it is a fit case for suspension, Board's Committee shall pass necessary orders which shall be communicated to the foreign supplier by Head of Department.
- 5.6 If the Agency concerned asks for detailed reasons of suspension, the Agency may be informed that its conduct is under investigation. It is not necessary to enter into correspondence or argument with the Agency at this stage.
- 5.7 It is not necessary to give any show-cause notice or personal hearing to the Agency before issuing the order of suspension. However, if investigations are not complete in six months' time, the Competent Authority with approval of Head of the Department may extend the period of suspension by another three months, during which period

the investigation must be completed.

6. Grounds on which Banning of Business Dealings can be initiated

- 6.1 If the security consideration, including questions of loyalty of the Agency to the State, so warrants;
- 6.2 If the Director / Owner of the Agency, proprietor or partner of the firm, is convicted by a Court of Law for offences involving moral turpitude in relation to its business dealings with the Government or any other public sector enterprises or DPA, during the last five years preceding date of tender opening or during execution of contract, provided such information is known to DPA;
- 6.3 If there is strong justification for believing that the Directors, Proprietors, Partners, owner of the Agency have been guilty of malpractices such as bribery, corruption, fraud, substitution of tenders, interpolations, etc. during the last five years preceding date of tender opening or during execution of contract, provided such information is known to DPA;
- 6.4 If the Agency continuously refuses to return / refund the dues of DPA without showing adequate reason and this is not due to any reasonable dispute which would attract proceedings in Arbitration or Court of Law;
- 6.5 If the Agency employs a public servant dismissed / removed or employs a person convicted for an offence involving corruption or abetment of such offence, provided such information is known to DPA;
- 6.6 If business dealings with the Agency have been banned by the Central or State Govt. or any other public sector enterprise at the time of submitting his bid or on the date of tender opening or at the time of placement of order, provided such information is known to DPA;
- 6.7 If the Agency has resorted to Corrupt, fraudulent practices including misrepresentation of facts and / or fudging / forging / tampering of documents; **Ω**
- 6.8 If the Agency uses intimidation / threatening / misbehaves with DPA Official or brings undue outside pressure or influence on the Board (DPA) or its official in acceptance / performances of the job under the contract;
- 6.9 If the Agency indulges in repeated and / or deliberate use of delay tactics in complying with contractual stipulations / delayed the tendering process;
- 6.10 Wilful indulgence by the Agency in supplying sub-standard material irrespective of whether pre-dispatch inspection was carried out by Board (DPA) or not;
- 6.11 Based on the findings of the investigation report of Investigating Department against the Agency for mala-fide / unlawful acts or improper conduct on its part in matters relating to the Board (DPA) or even otherwise;
- 6.12 Established litigant nature of the Agency to derive undue benefit;
- 6.13 Continued poor performance of the Agency in several contracts;

- 6.14 If the Agency misuses the premises or facilities of the Board (DPA), forcefully occupies tampers or damages the Board's properties including land, water resources, forests / trees, etc.
- 6.15 If the Agency resorts to unauthorized sale of materials purchased from the Board.
- 6.16 If the Agency has committed a transgression through violation of any of its commitments under the Integrity Pact entered with DPA.

(Note: The examples given above are only illustrative and not exhaustive. The Competent Authority may decide to ban business dealings for any good and sufficient reason).

Ω *No experience certificate shall be issued by Engineer in Charge / Executing Authority against the contract to the Agency found to have submitted forged / fabricated documents / indulged in corrupt / fraudulent practices.*

7. Banning of Business Dealings.

- 7.1 A decision to ban business dealings with any Agency by any one of the Departments of DPA will apply throughout the Board including Divisions, i.e., Board-wide banning.
- 7.2 There will be a Standing Banning Committee (SBC) in each Department to be appointed by Competent Authority for processing the cases of "Banning of Business Dealings". However, for procurement of items / award of contracts, to meet the requirement of Board only, the Committee shall be HoD each from Operations, Finance & Law Departments. The proposal of the Concerned Department for initiating action under the Guidelines for Banning of Business Dealings based on their own findings and / or upon receipt of advice of the Investigating Department shall be forwarded through respective Head of Department to the Standing Banning Committee for consideration.
- 7.3 The functions of the Standing Banning Committee shall, inter-alia include:
 - i. To examine in detail the allegations / irregularities / misconduct mentioned in the proposal for banning forwarded by the Department, hold preliminary meeting and decide if a prima-facie case for banning under the guidelines exists. If during preliminary meeting, SBC is of opinion that prima facie no case is made out, it shall return the case to the Concerned Department.
 - ii. If it is decided to proceed for banning action, to recommend for issue of show-cause notice (as per para 9) to the Agency by the Concerned Department, as to why action should not be taken against the Agency, including its interconnected agencies, under the Guidelines for Banning of Business Dealings with them. Agency should be asked to submit its reply within 15 days of the show-cause notice.
 - iii. To examine the reply given by the Agency to show-cause notice and call the Agency for personal hearing, if required.
 - iv. To submit final recommendation to the Concerned Department for banning of business dealings with the Agency or Board wide Hold on participation of the Agency

in tenders or exoneration.

- 7.4 If banning is recommended by the Standing Banning Committee of any Department / Division, the proposal containing the facts of the case, proper justification of the action proposed, relevant supporting documents along with the recommendation of the SBC and proposed banning period should be sent by the Concerned Department and duly forwarded by the Head of the Department / Division, to the Competent Authority. Based on this proposal, a decision for banning or otherwise shall be taken by the Competent Authority. At this stage if it is felt by the Competent Authority that there is no sufficient ground for banning, then the case with detailed reasons shall be sent back to the respective Department / Division for necessary action at their end. The Competent Authority may consider and pass an appropriate Speaking Order:
- a. For exonerating the Agency if the charges / allegations are not established;
 - b. For banning the business dealings with the Agency or
 - c. For putting on Hold the participation of the Agency in tenders in the concerned Department / Division.
- 7.5 If the Competent Authority decides that it is a fit case for banning of business dealings with the Agency, the Competent Authority shall pass necessary orders which shall be routed back to the Department concerned for issuance of banning orders to the Agency. However, in cases where there is a shortage of suppliers and banning may hurt the overall interest of DPA, endeavour should be to pragmatically analyze the circumstances, try to reform the Supplier and to get a written commitment from them that their performance will improve.
- 7.6 If the Competent Authority decides to ban business dealings, the period for which the ban would be operative shall be mentioned. If applicable, the order may also mention that the ban would extend to the interconnected agencies of the Agency. The Speaking Order for banning would be conveyed by the Concerned Department to the Agency concerned and copy circulated to all Departments of DPA.
- 7.7 The Banning period may range from 1 year to 3 years depending on the gravity of the case as decided by the Competent Authority. Ordinarily, the period of banning shall be in the range of 1-2 years from the date of issuance of order depending on the severity of the irregularities / lapses committed / termination of contract due to poor performance, etc. However, in case of fraud / forgery / corrupt / fraudulent practice or tampering of documents by the Agency as given in para 6.7 above, the period of banning to be imposed on the Agency would be three years. The period of suspension, if any, shall be accounted for up to a maximum of 6 months in the period of banning provided the banning order is issued within the period of suspension.
- 7.8 As far as possible, the Agency under banning should be allowed to complete the job of existing contracts, unless the Competent Authority, having regard to the circumstances of the case, decides otherwise. Once the order for banning is issued, existing offers against ongoing tenders (prior to issuance of contract) / new offers of the Agency shall not be entertained during the period of banning. In addition, if the Agency has been banned under provisions of Para 6.7, then the particular contract in which the irregularity has been proved will be terminated with immediate effect. In exceptional cases, where it would not be prudent to terminate the said contract with

immediate effect, the contract may be allowed to continue for such minimum period during which alternate arrangement(s) can be made. The same shall however require the approval of the Chairman / HoD where the exigency to continue the contract has been clearly brought out.

7.9 In case the Competent Authority has decided to exonerate the Agency, the Concerned Department will issue the exoneration letter to the Agency concerned as well as communicate to all Departmental Heads within the Department / Division. If the Agency has been suspended in the case under consideration, in the same letter to the Agency it must be clarified that the Suspension has also been revoked.

7.10 Procedure for Banning of Business Dealings with Foreign Suppliers.

- i. Banning of the Agencies shall apply throughout the Company including Subsidiaries.
- ii. The complaint against any Foreign Supplier shall be investigated by Head of Department of DPA or any other Investigating Department. After investigation, depending upon the gravity of the misconduct, Investigating Department may send their report to Head of Department of DPA to place it before a Committee referred at 5.5 (ii) above. The Committee shall examine the report and give its comments / recommendations within 21 days of receipt of the reference by Head of Department, DPA.
- iii. The comments / recommendations of the Committee shall be placed by Head of Department before DPA Board's Committee constituted for the above purpose. If DPA Board's Committee decides that it is a fit case for initiating banning action, it will direct Chairman of DPA to issue show-cause notice to the Agency for replying within a period of 15 days of receipt of the show-cause notice or reasonable time.
- iv. On receipt of the reply or on expiry of the stipulated period, the case shall be submitted by DPA Board's Committee to Chairman of DPA for consideration & decision.
- v. The decision of the Chairman of DPA shall be communicated to the Agency by DPA.

8. Department / Division wide Hold on participation of the Agency in Tenders

8.1 If the SBC recommends for Board wide Hold on participation of the Agency in Tenders on coming to a conclusion that the charge against the Agency is minor in nature, the Concerned Department shall put up a proposal to the Competent Authority containing facts of the case, proper justification of action proposed, relevant documents along with the recommendations of the Committee and proposed period for Hold from participation in tenders. If the Competent Authority decides that it is a fit case for Board wide Hold on participation of the Agency in tenders, the Competent Authority may pass necessary orders which shall be communicated to the Agency by the Concerned Department. The period of Hold may range from 6 months to 1 year.

8.2 The effect of Board wide Hold on participation of the Agency in tenders would be that the Agency would not be considered for any type of Tenders for such period as mentioned in the order at any stage before issuance of contract. Other existing

contracts with the Agency would continue unless otherwise decided by the Competent Authority. However, no repeat orders would be placed on the party for the period as mentioned in the order.

- 8.3 The modalities for effecting Hold on participation of the Agency in tenders and re-entry after completion of period of Hold shall be worked out by the concerned Department / Division as the Hold is Department / Division specific.

9. Show-cause Notice

- 9.1 In case where the Competent Authority decides that action against an Agency is called for, a show-cause notice shall be issued to the Agency by the Concerned Department. Statement containing the imputation of misconduct should be appended to the show-cause notice and the Agency should be asked to submit within 15 days a written statement in its defence. It must be clearly mentioned in the Show-Cause Notice that DPA hereby proposes to initiate action against the Agency in terms of the Guidelines on Banning of Business Dealings. Generally, all communication with the Agency shall be through email mentioned by Agency in contract or last known email and postal address.
- 9.2 If the Agency requests for inspection of any relevant document in possession of DPA, necessary facility only for inspection of documents may be provided.

10. Appeal against the Decision of the Competent Authority

- 10.1 The Agency may file an appeal against the order of Board-wide banning of business dealings / suspension / Board wide Hold on participation of the Agency in tenders. The appeal shall lie to the respective Appellate Authority only. Such an appeal shall be preferred within 30 days of receipt of the order.
- 10.2 Appellate Authority would consider the appeal and pass appropriate Speaking Order which shall be communicated by the Concerned Department to the Agency as well as the Competent Authority whose Order has been appealed.

11. Circulation of the names of Agencies with whom Business Dealings have been banned

- 11.1 The Board shall upload/update the list of banned agencies alongwith the period of banning immediately on issue of the banning order on the Board's website as well as DPA Tenders website for wider circulation. Other Boards would check the list of banned Agencies before proceeding on tenders at their respective Boards. Boards having SAP/SRM system shall disable the banned vendors in SAP/SRM from issuance of further Enquiry/Purchase Order till the expiry of the banning period.
- 11.2 Depending upon the gravity of misconduct established, the Competent Authority may advise Head of Vigilance Department / HoD for circulating the names of Agency with whom business dealings have been banned, to the Government Departments, other Boards, Public Sector Enterprises, etc., for such action as they deem appropriate. The updated list of banned Agencies must be uploaded by Board on DPA Tenders website

for wider circulation.

- 11.3 If Government Departments or a Public Sector Enterprise request for more information about the Agency with whom business dealings have been banned, a copy of the report of Investigating Department / Standing Banning Committee / DPA Board's Committee together with a copy of the order of the Competent Authority / Appellate Authority may be provided.
- 11.4 If business dealings with any Agency have been banned by the Central or State Government or any other Public Sector Enterprise, DPA may, on receipt of such information, without any further enquiry or investigation, issue an order banning business dealings with the Agency and its interconnected Agencies. In event of receipt of information, the procedure for banning in DPA will still have to be followed though no investigation will be called for, and the banning period proposed should be co-terminus with the period of banning in the organization which has issued the banning order but limited to the maximum period of banning as per the extant banning guidelines of DPA. On completion of the banning period as per DPA banning order, the Agency will be eligible for participating in any tenders in DPA irrespective of banning status in the other organization.
- 11.5 Based on the above, Departments / Divisions may take necessary action for implementation of the Guidelines for Banning of Business Dealings and same be made a part of the tender documents.

12. Saving

Any amendment to the guidelines shall require the approval of Chairman, DPA.

x-x-x-x

FORMAT OF BID SECURITY DECLARATION FROM BIDDERS
(On Bidders Letter head)

Bid Security Declaration Form
Date: _____ Tender No. **P-01/2026**

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)