

DEENDAYAL PORT AUTHORITY



Tender No.: EL/WK/2877

MECHANICAL ENGINEERING DEPARTMENT

TENDER FOR

“Supply, Installation, Testing & Commissioning of Drive-through Container Scanner (Road) and Site Preparation with Comprehensive Operation & Maintenance Contract of 08 years after expiry of guarantee period of 02 years”

Online bid submission start date: 20.04.2026

Online bid opening date: 18.05.2026

OFFICE

Deendayal Port Authority,
Office of Chief Mechanical Engineer,
Room No. 316, 2nd Floor,
Annex A.O. Building,
Gandhidham, Kutch,
Gujarat – 370201.

<https://tender.nprocure.com>

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PROCUREMENT GLOSSARY

In this Tender Document, unless the context otherwise requires:

1. “Agent” is a person employed to do any act for another or represent another in dealings with a third person. In the context of public procurement, an Agent is a representative participating in the Tender Process or Execution of a Contract for and on behalf of its principals;
2. “Allied firm” (‘affiliates’/ ‘affiliated firm’, ‘sister concern’, ‘associated firm’, or ‘related party’) of a bidder/ contractor (Principal firm, including Joint Venture Company) is a firm / concern (including Joint Venture Company) that comes within the sphere of effective control/ influence of the principal firm, wherein the Principal Firm-
 - a) being a proprietary firm, owns the Allied Firm,
 - b) being a partnership firm, has common (all or majority of) partners, or any one of its partners has profit share of 20% or more, in the Allied Firm
 - c) has common Management (say majority of director) with the Allied firm;
 - d) its partners or directors have a majority interest in the management of the Allied Firm;
 - e) has a controlling voice by owning substantial (20% or more) shares in the Allied Firm;
 - f) directly or indirectly controls or is controlled by or is under common control, by way of any agreement/ MoU or otherwise with the Allied Firm,
 - g) has the Allied Firm as its successor/ subsidiary or vice-a-versa;
 - h) has common offices/ manufacturing facilities with the Allied Firm;
3. "Bid" (‘tender’, ‘offer’, ‘quotation’ or ‘proposal’) means an offer to supply goods, services or execution of works made in accordance with the terms and conditions set out in a document inviting such Bids;
4. "Bidder" (‘tenderer’, ‘consultant’, ‘contractor’ or ‘service provider’) means any eligible person, firm, or company, including a consortium (that is an association of several persons, firms or companies) participating in a procurement process with a procuring entity;
5. "Bid security" (‘Earnest Money Deposit’(EMD), or ‘Bid Security Declaration’) means a security from a bidder securing obligations arising from its Bid, i.e., to avoid: the withdrawal or modification of its Bid within the validity, after the deadline for submission of such Bids; failure to sign the resulting contract or failure to provide the required security for the performance of the resulting contract after its Bid has been accepted; or failure to comply with any other condition precedent to signing the contract specified in the solicitation documents;
6. “Bill of Quantities” (including the term Price Schedule or BOQ) means the priced and completed Bill of Quantities forming part of the bid;

7. “Central Public Sector Enterprise/ Undertaking” (CPSE or CPSU) means a body incorporated under the Companies Act or established under any other act in which the Central Government directly or indirectly owns more than 50 (fifty) per cent of the issued share capital;
8. “Class-I local supplier” means a supplier or service provider, whose goods, services or works offered for procurement, meet the minimum local content as prescribed for ‘Class-I local supplier’ under the Public Procurement (Preference to Make in India), Order 2017¹;
 - 1- Notified vide Order No. P-45021/2/2017-PP (BE-II)-Part (4)Vol.II issued by Department of Promotion of Industry and Internal Trade dated 19.07.2024
9. “Class-II local supplier” means a supplier or service provider, whose goods, services or works offered for procurement, meets the minimum local content as prescribed for ‘Class- II local supplier’ but less than that prescribed for ‘Class-I local supplier’ under the Public Procurement (Preference to Make in India) Order 2017²;
 - 2- Notified vide Order No. P-45021/2/2017-PP (BE-II)-Part(4)Vol.II issued by Department of Promotion of Industry and Internal Trade dated 19.07.2024
10. “Consultancy services” means a one-off (that is, not repetitive and not routine) services involving project-specific intellectual and procedural processes using established technologies and methodologies, but the outcomes – which are primarily of a non-physical nature – may not be standardised and would vary from one consultant to another. It may include small works or supply of goods that are consequential to such services; (Rule 177 of GFR 2017)
11. “Contract” (Procurement Contract’, ‘Purchase Order’, ‘Supply Order’, ‘Withdrawal Order’, ‘Work Order’, ‘Consultancy Contract’, ‘Contract for Services’, ‘Rate Contract’, ‘Framework Agreement’, ‘Letter of Award – LoA’ (letter or memorandum communicating to the contractor the acceptance of his bid), ‘Agreement’, ‘Repeat Order’, or a ‘formal agreement’), means a formal legal agreement in writing relating to the subject matter of Procurement, entered into between the Procuring Entity and the supplier, service provider or contractor on mutually acceptable terms and conditions and which are in compliance with all the relevant provisions of the laws of the country;
12. “Contractor” (‘Supplier’ or ‘Service Provider’ or ‘Consultant’ or ‘Firm’ or ‘Vendor’ or ‘Manufacturer’ or ‘Successful Bidder’) means the person, firm, or company, including a consortium (that is, an association of several persons or firms or companies - Joint Venture/ consortium) with whom the contract is entered into and shall be deemed to include the contractor's successors (approved by the Procuring Entity), agents, subcontractor, representatives, heirs, executors, and administrators as the case may be unless excluded by the terms of the contract;
13. “Contract Value” (or Contract Price) means the full and final monetary amount that the procuring entity is obligated to pay to the contractor under the terms of the contract, ensuring that no additional costs are incurred beyond the agreed sum. It is an all-inclusive figure that covers the base price of the goods, services, or works being

procured, along with all applicable taxes/ surcharges (such as Goods and Services Tax – GST etc.), custom duties, freight, transportation, installation, commissioning, warranties, maintenance, and any other incidental charges;

14. “e-Procurement” means the use of information and communication technology (specially the internet) by the procuring entity in conducting its procurement processes with bidders for the acquisition of goods (supplies), works and services with the aim of open, non- discriminatory and efficient Procurement through transparent procedures;
15. "Goods" ('Stores', Item(s) or 'Material(s)') includes all articles, materials, commodities, livestock, medicines, furniture, fixtures, raw materials, consumables, spare parts, instruments, hardware, machinery, equipment, industrial plant, vehicles, aircraft, ships, railway rolling stock, assemblies, sub-assemblies, accessories, a group of machines comprising an integrated production process or intangible products (e.g. technology transfer, licenses, patents, software or other intellectual properties) but excludes books, publications, periodicals, etc., for a library, procured or otherwise acquired by a procuring entity. Procurement of goods may include certain small work or some services that are incidental or consequential to the supply of such goods, such as transportation, insurance, installation, commissioning, training, and maintenance; (Rule 143 of GFR 2017)
16. “Inspection” means activities such as measuring, examining, testing, analysing, gauging one or more characteristics of the goods or services or works, and comparing the same with the specified requirement to determine conformity;
17. “Inspecting Officer” means the person or organisation stipulated in the contract for inspection under the contract and includes his/ their authorised representative;
18. “Intellectual Property Rights” (IPR) means the rights of the intellectual property owner concerning a tangible or intangible possession/ exploitation of such property by others. It includes rights to Patents, Copyrights, Trademarks, Industrial Designs, Geographical indications (GI);
19. “Inventory” means any material, component or product that is held for use later;
20. “Letter of Award” ('Letter of Intent' or 'Notification of Award') means the letter or memorandum communicating to the contractor the acceptance of his bid for award of the contract;
21. “Local Content” means the amount of value added in India which shall, unless otherwise prescribed by the Nodal Ministry, be the total value of the item procured (excluding net domestic indirect taxes) minus the value of imported content in the item (including all customs duties) as a proportion of the total value, in percent³;
3- Notified vide Order No. P-45021/2/2017-PP (BE-II)-Part (4)Vol.II issued by Department of Promotion of Industry and Internal Trade dated 19.07.2024
22. “Non-Consultancy Services” ('Outsourcing of Services') are defined by exclusion as those services that cannot be classified as Consultancy Services. These involve routine, repetitive physical, procedural, and non-intellectual outcomes for which quantum and

performance standards can be clearly identified and consistently applied and are bid and contracted on such basis. It may include small works or a supply of goods or Consultancy, which are incidental or consequential to such services; (Rule 197 of GFR 2017)

23. “Non-Local supplier” means a supplier or service provider, whose goods, services or works offered for procurement, has local content less than that prescribed for ‘Class-II local supplier’ under the Public Procurement (Preference to Make in India) Order 2017⁴;

4 Notified vide Order No. P-45021/2/2017-PP (BE-II)-Part (4) Vol.II issued by Department of Promotion of Industry and Internal Trade dated 19.07.2024

24. "Notice inviting tenders" (including ‘Invitation for Bids (IFB)’ or ‘Letter of Invitation in Request for Proposals’) means a document and any amendment thereto published or notified by the Procuring Entity, which informs the potential bidders that it intends to procure the subject goods, services, works or a combination thereof;
25. “Parties”: The parties to the contract are the "Contractor" and the Procuring Entity, as defined therein;
26. “Performance Security” (includes the terms ‘Security Deposit’ or ‘Performance Bond’ or ‘Performance Bank Guarantee’ or other specified financial instruments in specific contexts) means a monetary guarantee to be furnished by the successful Bidder or Contractor in the form prescribed for the due performance of the contract;
27. “Place of Supply” means the specific location where Goods are delivered to the Buyer, taken on board a conveyance, or otherwise supplied; and where Services or Works are performed or executed during the term of the Contract. This location is crucial not only for determining the time of completion of such delivery, performance, or execution but also for ensuring compliance with relevant tax laws and other regulations applicable to its jurisdiction;
28. "Procurement" (or "Public Procurement" or ‘Government Procurement/ Purchase’ including an award of Public-Private Partnership projects) means acquisition by way of purchase, lease, license or otherwise, either using public funds or any other source of funds (e.g. grant, loans, gifts, private investment etc.) of goods, works or services or any combination thereof, by a procuring entity, whether directly or through an agency, but does not include any acquisition of goods, works or services without consideration, and the term "procure" or "procured" or “purchase”/ “purchased” shall be construed accordingly;
29. “(Public) Procurement Guidelines” means guidelines applicable to Public Procurement, comprising a hierarchy of Statutory framework, Rules and Regulations, Manuals of Procurement and Procurement Documents as detailed in Annexure 1 of Manual for Procurement of Goods, Second Edition, 2024;
30. “Procurement Officer” means the officer signing the Letter of Award (LoA) and/or the contract on behalf of the Procuring Entity;

31. "Procurement process" means the process of procurement extending from the assessment of need; issue of invitation to pre-qualify or to enlist or to bid, as the case may be; bid evaluation, award of contract, execution of contract till closure of the contract;
32. "Procuring Entity" (or Public Authority or Employer) means the entity in any Ministry or Department of the Central Government or a unit thereof or its attached or subordinate office or CPSE to which powers of Procurement have been delegated and handles the entire procurement process, ensuring efficiency, transparency, fair treatment of suppliers, and the promotion of competition. It may partly or fully outsource its procurement process to 'Procurement Agent/ Agency' or 'Project Management Consultant/ Agency';
33. "Procuring Organisation" (or Public Entity/ Authority) means the Organisation for which the procurement is done to fulfil its stated objectives, assigned duties/ obligations/ responsibilities/ functions, and activities in alignment with desired policy outcomes;
34. "Project" means one-time, short-term expenditure resulting in creation of capital assets, which could yield financial or economic returns or both. A project may comprise one or more related but independent task-oriented 'Works'. Projects may either be approved as individual projects within an approved scheme envelope or on a stand-alone basis. They may be executed through budgetary, extra-budgetary resources, or a combination of both;
35. "Prospective bidder" means anyone likely or desirous to be a bidder;
36. "Public Private Partnership" means an arrangement between a public entity on one side and a private sector entity, on the other, for the provision of public assets or public services or both, or a combination thereof, through investments being made or management being undertaken by the private sector entity, for a specified period, where there is predefined allocation of risk between the private sector and the public entity and the private entity receives performance-linked payments that conform (or are benchmarked) to specified and predetermined performance standards, deliverables or Service Level agreements measurable by the public entity or its representative;
37. "Rate contract" ('framework agreement') means an agreement between a Central Purchase Organisation or a procuring entity with one or more bidders, valid for a specified period, which sets out terms and conditions under which specific procurements can be made during the term of the agreement and may include an agreement on prices which may be either predetermined or be determined at the stage of actual Procurement through competition or a predefined process allowing their revision without further competition;
38. "Registration" means simply registering the bidder/ supplier/ service provider/ contractor, say on a website etc.
39. "Registering authority" is an authority that registers bidders for various procurement categories;

40. "Registered Contractor" means any contractor who is on a list of registered contractors of the procuring entity or a Central Purchase Organisation;
41. "Scheduled Bank" means a bank listed in the Second Schedule of the Reserve Bank of India Act, 1934;
42. "Service" means any subject matter of Procurement that has non-tangible outputs, as distinguished from goods or works, except those incidental or consequential to the service, and includes physical, maintenance, professional, intellectual, training, Consultancy and advisory services or any other service classified or declared as such by a procuring entity but does not include the appointment of an individual made under any law, rules, regulations or order issued in this behalf. It includes 'Consultancy Services' and 'Other (Non-consultancy) Services';
43. "Special Conditions of Contract" (SCC) means Special Conditions that override the General Conditions of Contract (GCC) if and to the extent of the conflict between the two;
44. "Subject Matter of Procurement" means any object of Procurement, whether in the form of goods, services or works or a combination thereof;
45. "Tender Document" means the document (including all its sections, appendices, forms, formats, etc. and various terms prevalent for such documents) published by the Procuring Entity to invite bids in a Tender Process. The Tender Document and Tender Process may be generically called 'Tender' or 'Tender Enquiry', which would be evident from context without ambiguity;
46. "Tender Process" is the entire process from the publishing of the Tender Document to the resultant award of the contract;
47. "Works" refer to any activity with a tangible and physical output sufficient in itself to fulfil an economic or technical function involving construction, fabrication, repair, overhaul, renovation, decoration, installation, erection, excavation, dredging, and so on, which make use of a combination of one or more of engineering design, architectural design, material and technology, labour, machinery, and equipment. Supply of some materials or certain services may be incidental or consequential to and part of such works. The term "Works" includes:
 - (a) civil works for roads, railways, airports, shipping ports, bridges, buildings, irrigation systems, water supply, sewerage facilities, dams, tunnels, and earthworks; and so on, and
 - (b) mechanical and electrical works involving fabrication, installation, erection, repair, and maintenance of a mechanical or electrical nature relating to machinery and plants.

SECTION – I
NOTICE INVITING TENDER (NIT)

- 1.1 Deendayal Port Authority (DPA) invites electronic tenders (Two Cover System) from eligible bidders for the work “Supply, Installation, Testing & Commissioning of Drive-through Container Scanner (Road) and Site Preparation with Comprehensive Operation & Maintenance Contract of 08 years after expiry of 2 years of guarantee period”.
- 1.2 A complete set of Tender documents may be downloaded by any interested Bidders from web portal, <https://tender.nprocure.com> or <http://www.deendayalport.gov.in> or <http://www.eprocure.gov.in>. The Bidder shall submit his bid on N-Procure portal at <https://tender.nprocure.com> following the procedure of Instruction to Bidder (Section – II). Non-submission of Bid along with relevant documents shall lead to rejection of the tender.
- 1.3 Salient features of the bid:

Tender No.	EL/WK/2877
Tender Type	Open online e-Tender
Tender Call (Nos.)	First
Tender Inviting Authority	Chief Mechanical Engineer, DPA
Address	Deendayal Port Authority, 2 nd Floor, Room No. 316, A.O. Building, Gandhidham – 370201, Kutch, Gujarat.
Contact Details & Email	Tel. off: 02836 270632 Email: cme@deendayalport.gov.in
Brief Work Description	<ol style="list-style-type: none"> 1. Supply, Installation, Testing & Commissioning of Drive-through Container Scanner (Road) and Site Preparation. 2. Guarantee period of 02 years with Operation 3. Comprehensive Operation & Maintenance for a period of 08 years after expiry of guarantee period of 02 years.
Location of the work	Deendayal Port Authority, Kandla.
Estimated Cost	₹ 72,17,09,571.00 excluding GST
Tender Fees	<p>₹ 5,900/- including GST @ 18%</p> <p>The Bidder shall furnish, as part of its bid, tender fee, in the form of a demand draft /banker’s cheque/ pay order/ online payment gateway, for the amount as stipulated above as per details below:</p> <p>Punjab National Bank, Gandhidham, A/c No.</p>

	<p>0190002100031883, IFSC Code: PUNB0019000, Type of Account: Current Account.</p> <p>Scanned copy of online payment receipt containing transaction no. and date of transfer shall be uploaded on (n)procure website.</p>
EMD	<p>₹1,44,34,191.00 (Rupees One Crore Forty Four Lakh Thirty Four Thousand One Hundred Ninety One only).</p> <ol style="list-style-type: none"> The Bidder shall furnish, as part of its bid, either (a) Earnest Money Deposit / bid security (EMD) for the amount as stipulated above, or (b) Bid Securing Declaration (BSD), only if eligible for exemption as per tender conditions. Submission of both is not required. Any bid not accompanied by prescribed bid security shall be rejected by the DPA as being non-responsive in case of bidder not exempted as per tender conditions. Bidders not exempted as per tender conditions shall pay the EMD in the form of Insurance Surety Bonds / Account Payee / Demand Draft / Fixed Deposit Receipt / Banker's Cheque / Bank Guarantee (including e-Bank Guarantee) issued/ confirmed by any of the Scheduled Banks (as defined in section 2(e) of the RBI Act 1934) or payment online in an acceptable form. In case the bid security is more than a threshold (Rupees Five Lakh), it may be in the form of Bank Guarantee issued / confirmed by any of the Scheduled Banks in India in an acceptable form. The bid security shall remain valid for a period of 45 (forty-five) days beyond the final bid validity period. Otherwise, his/her/their tender will be rejected. EMD in any other form shall not be accepted.
TENDER FEE / EMD Exemption	<ol style="list-style-type: none"> (a) Who is Eligible for TENDER FEE/EMD Exemption? <ul style="list-style-type: none"> Micro and Small Enterprises (MSEs): Registered with the District Industries Centre (DIC), Khadi and Village Industries Commission (KVIC), Khadi and Village Industries Board (KVIB), Coir Board, National

Small Industries Corporation (NSIC), or any other body specified by the Ministry of MSME.

- Udyam Registered Businesses: Valid Udyam Registration Certificate holders.
- Conditions: The exemption applies to manufacturers of goods and service providers. Traders, agents, or resellers are not eligible for this exemption.
- **Startups:** Recognized by the Department for Promotion of Industry and Internal Trade (DPIIT).

(b) How to Claim the Exemption

- Submit Valid Documents: The bidder shall submit a valid copy of MSME / Udyam / NSIC / DPIIT registration certificate with the bid.
- Product / Service Alignment: The Goods or services the bidder is bidding for must be covered under the registration certificate.

In case of Micro and Small Enterprise (MSEs), the list of activity related to the subject tender as per National Industrial Classification-2008 mentioned in the table below only shall become eligible for exemption from payment of Tender fee/EMD. Such bidder shall also upload the scanned copy of valid & relevant certificate on (n) procure website along with ‘Bid Securing Declaration Form’ (Form – XI) in Technical Bid failing which the bid shall be considered non-responsive.

Sub-class	Description
26600	Manufacture of irradiation, electromedical and electrotherapeutic equipment.

- Declaration: Clearly mention and claim the exemption in the bid submission to avoid rejection.
5. The MSEs are required to furnish a relevant valid Certificate for claiming exemption. This valid certificate shall be uploaded in the Bid, failing

	<p>which the Technical Bid shall not be evaluated. Similarly, bidders are required to upload scanned copies in the Bid in case payment of EMD in the form of Insurance Surety Bonds / Account Payee / Demand Draft / Fixed Deposit Receipt / Banker's Cheque / Bank Guarantee (including e-Bank Guarantee) failing which the Technical Bid shall not be evaluated. The details of Insurance Surety Bonds / Account Payee / Demand Draft / Fixed Deposit Receipt / Banker's Cheque / Bank Guarantee (including e-Bank Guarantee) shall be received only after the bid opening date. If the originals are not received within 7 days of the bid opening date the bid may not be considered.</p> <p>6. Bid Securing Declaration (BSD)</p> <p>Key details regarding the applicability of BSD include:</p> <ul style="list-style-type: none"> • Applicability to Exempted Bidders: The BSD requirement is mandatory for MSEs, Start-ups, and other entities that are exempted from paying EMD. • Consequences of Breach: If a bidder withdraws/modifies their bid during the validity period, fails to sign the contract, or fails to submit the Performance Security, before the deadline defined in the tender documents, it shall be considered as a violation of Code on Integrity and they shall be debarred for the time period specified in the BSD from being eligible to submit Bids/ Proposals for contracts with DPA. • Format Requirement: The declaration must be in the standard format provided in the Tender Document; otherwise, the bid may be rejected. <p>7. A bidder's bid security shall be forfeited if the bidder withdraws or amends its bid or impairs or derogates from the tender in any respect within the period of validity of the tender or if the successful bidder fails to furnish the required performance security or to sign the contract within the specified period. Also, if the Bidder submits fraudulent documents in support of its eligibility / qualification and bidder is found</p>
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	<p>indulged in corrupt, fraudulent, coercive, undesirable and restrictive practices during the bidding process, and bidder's bid security shall be forfeited.</p> <p>8. Bid securities of the unsuccessful bidders should be returned to them as soon as possible after the expiry of the final bid validity period and, at the latest, by the 30th day after the award of the contract. Bid security should be refunded to the successful bidder upon receipt of performance security. Bid security of the successful bidder may be adjusted against Performance Security Deposit if requested by the successful bidder.</p> <p>9. The valid certificates in case of EMD exemption shall be uploaded in the Bid, failing which the Technical Bid shall not be evaluated. Similarly, bidders are required to upload scanned copies in the Bid in case payment of EMD in the form of Insurance Surety Bonds / Account Payee / Demand Draft / Fixed Deposit Receipt / Banker's Cheque / Bank Guarantee (including e-Bank Guarantee), failing which the Technical Bid shall not be evaluated. The details of Insurance Surety Bonds / Account Payee / Demand Draft / Fixed Deposit Receipt / Banker's Cheque / Bank Guarantee (including e-Bank Guarantee) shall be received only after the bid opening date. If the originals are not received within 7 days of the bid opening date the bid may not be considered.</p> <p>10. No interest shall accrue or is payable on the EMD from the date of its remittance till it is returned to the bidders.</p>
<p>Banking Details (For Tender Fee & EMD):</p>	<p>Punjab National Bank, Gandhidham, A/c No. 0190002100031883, IFSC Code: PUNB0019000, Type of Account: Current Account.</p>
<p>Period of Contract</p>	<p>Part A: 08 months from the date of issue of Work Order.</p> <p>Part B: (1) Gaurantee Period of 02 years from successful completion of the Project work with Operation. (2) Comprehensive Operation & Maintenance Contract of 08 years after expiry of</p>

	guarantee period of 02 years.
Downloading of Tender documents start date	20.04.2026
Downloading of tender document end date	18.05.2026 up to 16:00 Hrs.
Start date of seeking clarifications	20.04.2026
Date of Pre-Bid Meeting	30.04.2026 at 15:30 Hrs (through Hybride mode)
End date of seeking clarifications	30.04.2026
Reply to Pre-bid queries	08.05.2026
Bid Submission end date & time	18.05.2026 at 16:00 Hrs.
Bid opening date & time	18.05.2026 at 16:30 Hrs.
Bid validity period	90 days from the date of opening of e-Tender.
Applicability of JV / Consortium	Applicable
Currency of Contract	Indian Rupee (INR)
Language of Contract	English
Downloading Websites:	https://tender.nprocure.com http://www.deendayalport.gov.in http://www.eprocure.gov.in

1.4 Bidders fulfilling the following pre-qualification criteria may participate in the tender:

(A) Similar Work experience:

- i. The Tenderer should have successfully completed or substantially completed similar works in any Central / State Government / Autonomous bodies / PSEs / PSUs / Public Limited / Major Ports / Minor Ports / Private Limited Companies during last seven years ending last day of month previous to the one in which applications / tenders are invited should be either of the following:
 1. Three similar completed works costing not less than ₹ 2886.84 Lakh (excluding of GST)
 - OR
 2. Two similar completed works costing not less than ₹ 3608.55 Lakhs (excluding

of GST)

OR

3. One similar completed work costing not less than ₹ 5773.68 Lakhs (excluding of GST)

Definition of Similar Work:

‘Design, manufacture, supply, installation, testing, commissioning of X-ray based Drive-through Container Scanner (Road) System’ and/or ‘Design, manufacture, supply, installation, testing, commissioning of X-ray based Mobile Container Scanner System’ in any Central / State Government / Autonomous bodies / PSEs / PSUs / Public Limited / Major Ports / Minor Ports / Private Limited Companies.

- 3.1 “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 or its representative(s) or the Employer shall issue a certificate of substantial completion containing two parts. Part-I shall contain both the financial value 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 pre-qualification or tender evaluation, such certificates should have been issued within sixty days prior to the date of invitation of the tender.

The abovesaid details shall be furnished by the bidder in **Form – III of Annexure A.**

(B) Financial Capabilities:

- i. The Tenderer should have:

Financial soundness as established by audited balance sheets and/ or financial statements. Average Annual Financial Turnover of the bidders during the last three years ending 31st March of the previous financial year should be at least ₹ 2165.13 Lakhs.

The details shall be furnished by the bidder on **Form – II of Annexure A.**

- 1.5 Bidder should submit the Scanned copy of valid license “ESB” / “ESA” / “EA” grade issued by the Licensing Board of any State/Central Government if asked for as per **Annexure A.**
- 1.6 The bidder should have (i) EPF registration certificate; (ii) ESI; (iii) Permanent Account Number [PAN]; (iv) Income Tax Return of preceding three years; and (v) GST Registration Certificate.
- 1.7 Other details can be seen in the Tender documents. The Bidders are advised to read the whole document carefully and submit their tender/bid strictly, meeting the requirements spelled out in the bid document as per Annexure A.
- 1.8 The bid document is required to be submitted only through e-tender web portal

<https://tender.nprocure.com>.

- 1.9 Only one copy of the bid can be uploaded, and Bidder shall digitally sign all statements, documents, certificates uploaded by him, owning sole and complete responsibility for their correctness/ authenticity as per the provisions of the IT Act 2000 as amended from time to time.
- 1.10 Regarding the protected Price Schedule/ BOQ (excel format, Cover-2), Bidder shall write his name in the space provided in the specified location only. Bidder shall type rates in the figure only in the rate column of respective item(s) without any blank cell or Zero values in the rate column, without any alteration/ deletion/ modification of other portions of the excel sheet. If space is inadequate, Bidder may upload additional documents under "Additional Documents" in the "bid Cover Content."
- 1.11 The date and time of the e-tender web portal server clock, which is also displayed on the dashboard of the bidders, shall be used as the reference time for deciding the closing time of bid submission. Bidders are advised to ensure they submit their bid within the deadline and time of bid submission, taking the server clock as a reference, failing which the portal shall not accept the Bids. No request on the account that the server clock was not showing the correct time and that a particular bidder could not submit their bid because of this shall be entertained. Failure or defects on the internet or heavy traffic at the server shall not be accepted as a reason for a complaint. The DPA shall not be responsible for any failure, malfunction or breakdown of the electronic system used during the e-Procurement Process.
- 1.12 All Bids uploaded by Bidder to the portal shall get automatically encrypted.
- 1.13 Bidder must upload scanned copies of originals (or self-attested copies of originals – as specified). Bidder should ensure the clarity/ legibility of the scanned documents uploaded by him. The DPA reserves its right to call for verification originals of all such documents from the Bidders at any stage of evaluation, especially from the successful Bidder(s) before the issue of Letter of Award (LoA).
- 1.14 No hard copies, unless otherwise specified, need to be sent to the Authority.
- 1.15 **Integrity Pact Agreement (Form-X):** Integrity Pact is required to be submitted in bid duly scanned, stamped, signed, and dated along with one witnesses' Signatures (to be arranged by the bidder) as per format available. Submission of Integrity Pact is mandatory. Non-submission shall render the bid non-responsive and liable for rejection. However, the Procuring Entity may permit rectification of minor procedural deficiencies in the submitted Integrity Pact within a specified time, provided such relaxation is applied uniformly and does not affect the substance of the bid. The Integrity Pact Agreement is required to be made on ₹300/- non-judicial stamp paper. The potential bidders shall download and print the IP Agreement signed by the Employer and their witness and affix his/her signature on the IP agreement in the presence of a witness from his / her side, who shall also affix his/ her signature thereof. Having completed the signing procedure, the potential bidder shall upload the duly filled and signed IP Agreement on n-procure portal. The procedure mentioned above regarding signing of

Integrity Pact Agreement by both the parties (Employer and Potential bidders) shall be completed online.

Note:

- (1) In case of Proprietorship firm, IP agreement shall be signed by Sole Proprietor.
 - (2) In case of Partnership firm, IP agreement needs to be signed by all the partners of partnership firm and copy of partnership deed shall be submitted at Technical Bid stage, failing which bid will be treated as not responsive.
 - (3) In case of Company, IP Agreement shall be signed by the authorized signatory accompanied by POA & Board Resolution.
 - (4) In case of JV/Consortium, IP Agreement shall be signed by all the partners/members of JV/Consortium.
- 1.16 Submission of online transaction details of Tender fee and EMD in physical format during office hours within seven (7) working days from the date of opening of tender by hand/courier/ RPAD/Speed post in the office of the Chief Mechanical Engineer, Annex – Administrative Office Building, Room No. 316, 2nd Floor, Gandhidham, Kutch-370201, Gujarat.
- 1.17 The original Integrity Pact Agreement shall be submitted to Notice Inviting Tender Authority within 7 (Seven) days of opening of tender by all the participating bidders by hand/courier/ RPAD/Speed post in the office of the Chief Mechanical Engineer, Annex – Administrative Office Building, Room No. 316, 2nd Floor, Gandhidham, Kutch-370201, Gujarat, failing which Bid of potential Bidder shall be treated as disqualified. The Integrity Pact signed by the Purchaser and the Bidder (successful Bidder – Contractor) shall be made part of Contract Agreement.
- 1.18 The Authority reserves the right to cancel any or all bids without assigning any reason, subject to principles of transparency, fairness, and public interest.

Contacts: _

1. The Chief Mechanical Engineer
Mechanical Engineering Department,
Deendayal Port Authority,
Tel No. 02836 270632
Email: cme@deendayalport.gov.in
2. The Deputy Chief Mechanical Engineer
Mechanical Engineering Department,
Deendayal Port Authority,
Mo. No. +91 79902 75195
Email: dycme.circle@deendayalport.gov.in
3. The Superintending Engineer
Mechanical Engineering Department,
Deendayal Port Authority,
Mo. No. +9198252 34436 ,

Email: see@deendayalport.gov.in

4. The Executive Engineer
Mechanical Engineering Department,
Deendayal Port Authority,
Mo. No. +91 98252 27048,
Email: deepak.hazra@deendayalport.gov.in

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

- (n) Code Solutions-A division of GNFC Ltd.,
(n) Procure Cell 403, GNFC Info tower, S.G. Road, Bodakdev, Ahmedabad – 380054 (Gujarat).

Contact Details:

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

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

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

E-mail: nprocure@gnvfc.net

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

**Chief Mechanical Engineer
Deendayal Port Authority**

APPENDIX – TENDER INFORMATION SUMMARY (TIS)

Sr. No.	Description	Details
1	Name of Work	“Supply, Installation, Testing & Commissioning of Drive-through Container Scanner (Road) and Site Preparation with Comprehensive Operation & Maintenance Contract of 08 years after expiry of guaranteed period of 02 years”
2	Tender No.	EL/WK/2877
3	Tender Type	Open Online e-Tender (Two Cover System)
4	Tender Inviting Authority	Chief Mechanical Engineer, Deendayal Port Authority
5	Address	Deendayal Port Authority, 2 nd Floor, Room No. 316, A.O Building, Gandhidham – 370201, Kutch, Gujarat.
6	Contact Details	Tel. off: 02836 270632
7	Email	Email: cme@deendayalport.gov.in
8	Tender Portal	https://tender.nprocure.com
9	Downloading Start Date	20.04.2026
10	Downloading End Date	18.05.2026 up to 16:00 Hrs.
11	Start Date for Clarifications	20.04.2026
12	End Date for Seeking Clarifications	30.04.2026
13	Date of Pre-Bid Meeting	30.04.2026 at 15:30 Hrs. (through Hybrid mode)
14	Reply to Pre-Bid Queries	08.05.2026
15	Bid Submission End Date & Time	18.05.2026 at 16:00 Hrs.
16	Bid Opening Date	18.05.2026 at 16:30 Hrs.

Sr. No.	Description	Details
	& Time	
17	Bid Validity Period	90 days from the date of opening of e-Tender.
18	Location of Work	Deendayal Port Authority, Kandla.
19	Estimated Cost	₹ 72,17,09,571.00 excluding GST
20	Tender Fee	₹ 5,900 including GST @ 18%
21	Earnest Money Deposit (EMD)	₹1,44,34,191 (Rupees One Crore Forty Four Lakh Thirty Four Thousand One Hundred Ninety One only).
22	EMD Validity	45 days beyond bid validity period
23	Mode of Payment (Tender Fee & EMD)	Tender Fee: In the form of a demand draft /banker's cheque/ pay order/ online payment gateway. EMD: In the form of Insurance Surety Bond / Account Payee / Demand Draft / Fixed Deposit Receipt / Banker's Cheque / Bank Guarantee (including e-Bank Guarantee)
24	Bank Details	Punjab National Bank, Gandhidham, A/c No. 0190002100031883, IFSC Code: PUNB0019000, Type of Account: Current Account.
25	TENDER FEE / EMD Exemption	Applicable for MSEs /Startups (with valid documents)
26	Bid Securing Declaration (BSD)	Mandatory for the bidders who claim exemption for Tender Fee & EMD
27	Period of Contract	Part A: 08 months from the date of issue of Work Order. Part B: (1) Gaurantee Period of 02 years from successful completion of the Project work with Operation. (2) Comprehensive Operation & Maintenance Contract of 08 years after expiry of guarantee period of 02 years.
28	Eligibility – Work Experience	As per NIT Clause 1.4 (A): • 3 works (≥40%) OR • 2 works (≥50%) OR • 1 work (≥80%) of estimated cost
29	Eligibility – Financial Criteria	As per NIT Clause 1.4 (B): Average annual turnover ≥ 30% of estimated cost (last 3 years)

Sr. No.	Description	Details
30	Statutory Requirements	EPF, ESI, PAN, GST, ITR(last 3 years)
31	License Requirement	Valid ESB/ESA/EA license (if applicable)
32	Integrity Pact	Mandatory (₹300 stamp paper, signed & uploaded)
33	Submission Mode	Online only (https://tender.nprocure.com)
34	Physical Submission	Tender Fee, EMD & Integrity Pact within 7 days of bid opening
35	Language of Contract	English
36	Currency of Contract	Indian Rupees (INR)
37	JV / Consortium	Applicable
38	Evaluation Method	Two Cover System (Technical & Financial)
39	Rejection Criteria	Non-submission of EMD/ Tender Fee/ Integrity Pact / Documents
40	Authority Rights	DPA reserves right to cancel any/all bids.

Notes:

- Bidders must upload all required documents digitally signed.
- No manual bids will be accepted.
- Original documents may be requested before award.
- Server time on n-procure portal will be final.

SECTION II
INSTRUCTION TO BIDDERS

2.1 TYPES OF CONTRACTS:

2.1.1 Explanation of a Lump Sum (Fixed Price) Contract:

The Tenderer shall quote a single lump sum price for completing the entire Work in accordance with the drawings, specifications, functional requirements, and conditions of the Contract. The quoted price shall be deemed to include all costs necessary for the execution and completion of the Works, including labour, materials, equipment, overheads, taxes, duties, and all incidental expenses excluding GST.

The lump sum price shall remain firm and fixed during the execution of the Contract and shall not be subject to adjustment except in respect of approved additions, alterations, or omissions to the scope of work in accordance with the provisions of the Contract.

Payments under the lump sum contract shall be made in accordance with the payment milestones or schedule specified in the Contract, commensurate with the progress of work. Detailed measurement of the original scope of work shall generally not be required, except in respect of variations.

This type of contract is applicable for works where the scope, design, specifications, and timelines are clearly defined and the possibility of variation in quantities or unforeseen site conditions is minimal.

2.1.2 Explanation of an Item Rate (Unit Rate) Contract:

Under an Item Rate (Unit Rate) Contract, the Tenderer shall quote rates for each item of work listed in the Bill of Quantities (BOQ) included in the Bid Documents. The rates quoted by the Tenderer shall include all costs required for the execution of the respective items of work, including labour, materials, equipment, overheads, taxes, duties, and all incidental expenses excluding GST.

Payment shall be made based on the actual measured quantities of work executed, at the rates quoted in the BOQ and accepted in the Contract.

This type of contract is commonly used for works where BOQ is well defined with defined scope and specifications.

2.1.3 Percentage Rate Contract:

Under a Percentage Rate Contract, the Procuring Entity provides a Schedule of Quantities based on the applicable Schedule of Rates (SOR). Tenderers are required to quote a single percentage above, below, or at par with the estimated cost based on the SOR.

The quoted percentage shall apply uniformly to all items of work listed in the Schedule of Quantities, and the rates for each item shall be derived by applying the quoted percentage to the corresponding SOR rates.

Payment to the Contractor shall be made based on the actual measured quantities of work executed, at the derived rates after applying the quoted percentage to the applicable SOR.

This type of contract is generally used for works where standard Schedule of Rates is available and the nature of items of work is well established.

NB: *Please refer to Special Condition of Contract (SCC) for applicability of Type of Contract of subject tender.*

2.2 MODES OF PROCUREMENT:

2.2.1 This tender document is applicable for Domestic Open Tender Enquiry following Pre-qualification Modes.

2.2.1.1 In domestic tenders, bid can be submitted only in INR, and any bid in foreign currency should be summarily rejected. Foreign bidders can also participate if they submit a bid in INR. However, purchase preference for local content as per the PPP-MII shall apply.

2.2.1.2 In case of domestic open tender for projects (including turnkey projects), allowing consortium bidding, a foreign bidder can be a consortium member, subject to the condition that the consortium as a whole meets the minimum local content criteria, as per the **Make in India Order, 2017**. The leader of the consortium can be a foreign party, and the bids are to be solicited in Indian Rupee only i.e., no payment can be made in foreign currency to the foreign consortium member.

2.3 PRE-QUALIFICATION MODES OF PROCUREMENT:

2.3.1 Procurement shall be conducted through a Single Stage Two-Part (Two-Bid) System through the e-procurement portal. Under this system, bidders shall submit their bids electronically in two separate parts, namely: Technical Bid and Financial Bid.

2.3.1.1 The Technical Bid shall contain the documents necessary to establish the bidder's eligibility and compliance with the Pre-Qualification Criteria (PQC) specified in the tender document. These documents include:

(A) Similar Work experience:

- i. The Tenderer should have successfully completed or substantially completed similar works during last seven years ending last day of month previous to the one in which applications / tenders are invited should be either of the following: -
 1. Three similar completed works costing not less than the amount equal to 40 (forty) percent of the estimated cost; or
 2. Two similar completed works costing not less than the amount equal to 50 (fifty) percent of the estimated cost; or
 3. One similar completed work costing not less than the amount equal to 80 (eighty) percent of the estimated cost; and
- 3.1 "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 or its representative(s) or the Employer shall issue a certificate of substantial completion containing two parts. Part-I shall contain both the financial value 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 pre-qualification or tender evaluation, such certificates should have been issued within sixty days prior to the date of invitation of the tender.

3.2 For contracts under which the Tenderer participated as a joint venture member or sub-contractor, only the Tenderer's share, by value, shall be considered to meet this requirement. For arriving at cost of similar work, the value of work executed shall be brought to current costing level by enhancing the actual value of work at simple rate of seven percent per annum, calculated from the date of completion to the date of Bid opening.

(B) Financial Capabilities:

- i. The Tenderer should have:
 1. Financial soundness as established by audited balance sheets and/ or financial statements. Average Annual Financial Turnover of the bidders during the last three years ending 31st March of the previous financial year should be at least 30% of the estimated cost.

(C) Pre-qualification of JV

- i. JV members are "jointly and severally responsible and liable" in a contract. For pre-qualification, the JV should fulfil the criteria specified in the pre-qualification document. The attributes to be evaluated will be the same as for individual contractors; however, certain parameters up to the specified limits have to be essentially met by them collectively, some by the lead partner, and some by the other partner, as briefly described below:
 1. Qualifying factors to be met collectively:
 - i) Similar Work Experience criteria;
 2. Qualifying factors for lead partner:
 - i) Similar Work Experience criteria;
 - ii) Financial Capabilities.
 3. Qualifying factors for other partner: Same as for lead partner except that for the factors specified in (2) (ii) above, a lower limit of 25 (twenty-five) per cent may be accepted instead of 50 (fifty) per cent.

(D) Disqualification

Even if a Tenderer meets the eligibility criteria and Pre Qualification Criteria, he shall be subject to disqualification if he or any of the constituent partners is found to have:

- i) made misleading or false representations in the forms, statements, affidavits and attachments submitted in proof of the qualification requirements; and/ or;
- ii) Records of poor performance during the last five years, as on the date of application, such as abandoning the work, rescission of the contract for reasons which are attributable to non-performance of the contractor, inordinate delays in completion, consistent history of litigation resulting in awards against the contractor or any of the constituents, or financial failure due to bankruptcy, and so on. The rescission of a contract of venture JV on account of reasons other than non-performance, such as the most experienced partner (major partner) of JV pulling out.

(E) Evaluation: At least in high-value and critical procurements, the credentials regarding experience and past performance submitted by the successful bidder may be verified as per pre-qualification criteria (PQC), as far as reasonably feasible, from the parties for whom work has been claimed to be done. Procuring Entity reserves its right to relax the condition of prior turnover and prior experience for start-up enterprises (MSME or otherwise) recognized by the Department for Industry & Internal Trade (DPIIT), subject to meeting quality & technical specifications.

2.4 LEGAL ASPECTS GOVERNING PUBLIC PROCUREMENT OF WORKS

A public procurement contract, besides being a commercial transaction, is also a legal transaction. There are several laws that may affect various commercial aspects of public procurement contracts. A public procurement professional is expected to be generally aware of the implications of following basic laws affecting procurement of works; however, he or she is not expected to be a legal expert. In different contexts of the scope of work, an additional set of laws may be relevant.

1. The Constitution of India.
2. Indian Contracts Act, 1872.
3. Arbitration and Conciliation Act, 1996 as amended with The Arbitration and Conciliation (Amendment) Act, 2015, 2019 and 2021.
4. Competition Act, 2002 as amended with Competition (Amendment) Act, 2007 and 2023.
5. The Information Technology Act, 2000 (IT Act, regarding e-procurement and e-auction, popularly called the Cyber Law) as amended with Information Technology (Amendment) Acts 2008 and 2015 and as modified by Jan Vishwas (Amendment of Provisions) Act, 2023.
6. Right to Information (RTI) Act 2005.
7. Central Vigilance Commission Act, 2003.

8. Delhi Special Police Establishment Act, 1946 (DSPE – basis of the Central Bureau of Investigation).
9. Prevention of Corruption Act, 1988 as amended with Prevention of Corruption (Amendment) Act, 2018.
10. Bharatiya Nagarik Suraksha Sanhita, 2023 (BNSS) (replaces Code of Criminal Procedure, 1973, Section dealing with sanction for prosecution §218).
11. Insolvency and Bankruptcy Code, 2016 as amended with Insolvency and Bankruptcy Code (Amendment) Acts 2018, 2019, 2020 and 2021 (Governs insolvency and liquidation of business enterprises) and Other allied laws applicable to business entities participating in works contracts
12. Various labour laws applicable at the works’ site.
13. Various building and safety acts, codes, standards applicable in the context of the scope of work; and
14. Various environmental and mining laws, codes, standards applicable in the context of the scope of work.

NB:- For salient features of key laws applicable to public procurement, please refer to Appendix 2 provided in Manual for Procurement of Goods, 2024

2.5 THE LAW OF AGENCY

The Contractor shall act as an **independent contractor** and not as an agent of the Procuring Entity. Nothing in this contract shall be construed to create an agency, partnership, or joint venture relationship.

2.6 e-TENDER NOTICE:

2.6.1 e-Tender (Online) is invited in the “**SINGLE stage TWO Bid**” system on behalf of **DEENDAYAL PORT AUTHORITY (DPA)** from interested, reputed and experienced eligible bidders for the work as mentioned in the **Notice Inviting Tender (NIT) Section-I**. The bidder must fulfill the eligibility criteria and other requirements stipulated in the bid document. The tender document along with NIT is the fundamental document in the public procurement process as after award of the contract it becomes part of the contract agreement.

2.6.2 Bid document having all details are available at the URL of the e-Tender web portal <https://tender.nprocure.com> or at the Port website <https://www.deendayalport.gov.in> or at CPP Portal <https://eprocure.gov.in> for downloading during the period specified in the **NIT (Section-I)**. The completed bid documents are required to be submitted only through online (e-mode) offered on the e-Tender web portal <https://tender.nprocure.com> Bids in any other manner will be rejected, and no correspondence on such matter will be entertained. No bids shall be accepted off-line.

2.7 PARTICIPATING IN THE TENDER IN THE E-PROCUREMENT PORTAL:

2.7.1 The intending Bidders are required to register on the e-Tender portal i.e. N Procure portal <https://tender.nprocure.com> (If not already registered) by clicking “Online Bidder Enrollment” option in order to obtain user-id and password and then to activate their

respective user-id by using Digital Signature Certificate (Class-III). The bidders will have to accept, unconditionally, the online user portal agreement which contains all the terms and conditions of NIT including commercial and general terms and conditions and other conditions, if any, along with an online undertaking in support of the authenticity of the declarations regarding facts, figures, information and documents furnished by the bidder online; The bidder shall visit the homepage of the e-tender portal for getting information to be followed for bidding in the e- tender portal.

2.7.2 Any prospective bidder can view or download the bid documents from the e-Tender web portal <https://tender.nprocure.com> during the period as indicated in NIT / home page of portal.

2.7.3 In the case of any failure, malfunction, or breakdown of the electronic system used during the e- Procurement process, the Tender Inviting Authority shall not accept any responsibility for such failures or breakdowns other than in those systems strictly within their own control.

2.8 AMENDMENT TO BID DOCUMENTS:

2.8.1 At any time prior to the date of submission of bids, DPA may, Suo-moto or in response to a clarification sought by a prospective bidder (directly or in pre-bid conference), amend tender documents by issuing a corrigendum. Copies of such amendment / modification should be uploaded on the on the web portal <https://tender.nprocure.com>, CPP Portal and DPA's own website. When the amendment/modification changes the requirement significantly and /or when there is not much time left for the bidders to respond to such amendments, and prepare a revised tender, DPA may, at its discretion, extend the deadline for the submission of bids suitably (not less than 3 days) as per **Clause 2.13**.

2.8.2 Any Corrigendum and/or Addendum thus issued shall be part of bidding documents and shall be notified only on <https://tender.nprocure.com> or at the Port website <https://www.deendayalport.gov.in> or at CPP Portal <https://eprocure.gov.in>. Bidders intending to participate in the tender shall be solely responsible for checking the portal for any amendment issued in the shape of Corrigendum and/or Addendum.

2.8.3 When the proposed amendment/ modification, substantially changes the procurement requirements, originally envisaged, significantly and/ or when insufficient time remains for the tenderers to respond to such amendments, the time and date of submission of tenders should also be extended suitably. Normally, the extended time duration shall be 21 days or consistent with original bid submission duration depending on the circumstances, such an amendment may also need fresh publication of revised tender document following the same procedure as the original tender publication. This is crucial as the amendment may enable new bidder to meet the qualifying criteria and to ensure a level playing field.

2.8.4 Pre-Bid clarifications will be uploaded in <https://tender.nprocure.com> or <https://www.deendayalport.gov.in> or <https://eprocure.gov.in> website without disclosing source of enquiry.

2.9 EXTENSION OF DEADLINE OF BID SUBMISSION:

2.9.1 To give sufficient time to bidders to prepare and submit their bids, the Procuring entity may suo-moto or based on justifiable request of bidder(s) or due to significant modification of tender documents (**as per Clause 2.8 above**) extend the time and date of submission of tenders suitably (not less than three (3) days), along with suitable changes in the corresponding time-frames for receipt of tender, bid validity period etc and validity period of the corresponding EMD/bid security. Depending on the situation, such an amendment may also need fresh publication adopting the same procedure as for publication of the original tender enquiry.

2.10 COST OF TENDER DOCUMENTS AND SUBMITTING BIDS

2.10.1 Availability and Cost of Tender Documents

2.10.1.1 Tender documents are available for download after the date and time of the start of availability till the deadline for availability as mentioned in **NIT Section I**.

2.10.1.2 The cost of the tender document (tender fee) for the amount as stipulated in NIT Section I is to be submitted to DPA by the prospective bidder, as part of its bid, in the form of a demand draft /banker's cheque/ pay order/ online payment gateway if any. Firms that are eligible for exemption from the tender document cost, have to submit / upload scanned copies of documents in support of this exemption.

On-line transfer details:

Punjab National Bank, Gandhidham, A/c No. 0190002100031883, IFSC Code: PUNB0019000, Type of Account: Current Account.

2.10.1.3 Participation of Bidders – Eligibility Criteria:

- a) All eligible bidders meeting the pre-qualification criteria as defined in NIT (Section-I) can participate in the tender.
- b) **Legal status of the bidder:** Individual bidder - a natural person or a private entity or a public entity (State-owned enterprise or institution), or a Joint Venture/ Consortium (an association of several persons, firms, or companies - hereinafter referred to as JV/C).
- c) JV/C is permitted to participate in the procurement of Works with estimated value exceeding ₹ 10 (ten) crores, and in specific situations where the credentials required are not likely to be available with an individual bidder. Maximum number of partners in JV shall be limited to three. In case of JV, all the partners shall be jointly and severally liable for the successful completion of the work. **[Please refer to Special Condition of Contract (SCC) for applicability of Joint Venture (JV) / Consortium (C) and pre-qualification criteria applicable for JV / C for the subject tender.]**
- d) The bidder should have (i) EPF registration certificate; (ii) ESI; (iii) Permanent Account Number [PAN]; (iv) Income Tax Return of preceding three years; and (v) GSTIN Certificate.

- e) Submission of requisite Bid Security (or Bid Security Declaration, if allowed) or proof of exemption therefrom.
- f) The bidder shall be free from financial insolvency, Debarment, or Convictions.
- g) Bidders who have been non-performing / debarred / blacklisted by any Purchaser / Employer / Client at the time of bidding shall not be allowed to participate in this tender.
- h) A consistent history of litigation or arbitration by the bidder may result in disqualification.
- i) Restriction on participation as per Government Policies:
 - a) For Class-II Local Suppliers and Non-Local bidders as per the Make-in-India policy.
 - b) Any bidder from a country sharing a land border with India (but not in development partnership with India), or any bidder (including Indian) having a Specified Transfer of Technology (ToT) arrangement with such a country, shall be eligible subject to certain conditions as per GoI regulations.
- j) **Conflict of Interest among Bidders/ Agents:** Bidders having a conflict of interest shall not be eligible to participate in the tender process unless the conflict stemming from such relationship has been resolved in a manner acceptable to the Procuring Entity throughout the tender process and execution of the Contract.
- k) The bidder shall be considered to have a conflict of interest in the tender process and execution of the resultant contract in the following situations:
 - a) If its personnel have a close personal, financial, or business relationship with any personnel of the procuring entity who are directly or indirectly related to the procurement or execution process of the contract, which can affect the decision of the procuring entity directly or indirectly.
 - b) The bidder (or his allied firm) provided services for the need assessment/ procurement planning of the Tender process in which it is participating.
 - c) Participation in any capacity by a Bidder (including the participation of a Bidder as a partner/ JV/ consortium member or sub-contractor in another bid or vice-versa) in more than one bid shall result in the disqualification of the bid in which he is a main/ principal/ lead bidder. However, this does not limit the participation of an entity as a sub-contractor in more than one bid if he is not bidding independently in his own name or as a member of a consortium/ JV. All eligible bidders meeting the eligibility criteria as defined in ITB can participate in the tender.

2.11 PRE-BID CONFERENCE or PRE-BID MEETING:

- 2.11.1** A pre-bid meeting will be conducted on the date & time as specified in NIT (Section – I) through hybrid mode for clarifying issues and clearing doubts, if any, about the

specifications and other allied technical/ commercial details. Interested bidders can participate in the pre-bid meeting physically or through the VC link uploaded in the e-Tender portal and Port website.

- 2.11.2** Participation is not mandatory. However, if a bidder chooses not to (or fails to) participate in the Pre-bid conference or does not submit a written query, it shall be assumed that they have no issues regarding the techno/ commercial conditions.
- 2.11.3** Delegates participating in the Pre-bid conference must provide a photo identity and an authorization letter as per the specified format from their Company/ principals; otherwise, they shall not be allowed to participate.
- 2.11.4** After the Pre-bid conference, Minutes of the Pre-bid conference shall be published on the web portal <https://tender.nprocure.com> or at the Port website <https://www.deendayalport.gov.in> or at CPP Portal <https://eprocure.gov.in> within seven days of the conference. If required, a clarification letter and corrigendum to Tender Document shall be issued, containing amendments of various provisions of the Tender Document, which shall form part of the Tender Document. To give reasonable time to the prospective bidders to take such clarifications into account in preparing their bids, DPA may suitably extend, as necessary, the deadline for the bid submission.

2.12 SITE VISIT:

- 2.12.1** The Bidder, at its own cost, responsibility and risk, may visit and examine the Site of Work and its surroundings and obtain all information that may be necessary for preparing the Bid and entering into a contract for the Works. Similarly, the Bidder, at its own cost, responsibility and risk, may attend pre-bid / post bid conference(s), preparation, and submission of his Bid, opening of price bid and DPA will in no case be responsible or liable for those costs regardless of the conduct or outcome of the bidding process.
- 2.12.2** In general, they themselves obtain all necessary information as to risks, contingencies and other circumstances which may influence or affect their bid. A Bidder shall be deemed to have full knowledge of the site, whether he inspects it or not and no extra charges arising out of any misunderstanding or otherwise shall be allowed. Bidders shall submit a realistic offer for the execution of the work at their own cost without any liability on DPA.
- 2.12.3** It is implied that on submission of the bid/tender, the Bidder is deemed to have read the Tender document, clearly understood & satisfied himself regarding terms & conditions, scope of work and technical specifications of the work & services to be executed, local conditions and other factors likely to be encountered & having a bearing on the execution of work thereof. The price quoted in the **Cover B – Price bid** is adequate and all- inclusive with respect to all factors, circumstances, and conditions likely to be incidental, both direct and indirect, to the work and services mentioned in the subject tender.
- 2.12.4** Tenderers shall carefully examine the drawings, specifications, BOQ/Schedule of

Quantities, and site conditions before submitting their bids, as submission of a bid shall be deemed to indicate that the Tenderer has satisfied themselves regarding the scope and conditions of the Works.

2.13 CLARIFICATION OF TENDER DOCUMENTS:

2.13.1 A prospective bidder requiring clarification on the tender documents may ask questions in writing/ electronically from the Office/ Contact Person as mentioned in the tender document, provided the questions are raised before the clarification end date mentioned in NIT Section-I. This deadline shall not be extended in case of any intervening holidays. A response will be sent in writing/ digitally to the clarifications sought at least 5 days prior to the date of opening of the tenders. Only material queries and their responses shall be uploaded on the website without revealing the identity of the bidder making the query. When the response to clarification changes the requirement significantly and /or when there is not much time left for the bidders to respond to such responses, the time and date of submission of tenders may also be suitably extended (not less than 3 days) as per **Clause 2.8** above.

2.13.2 Any queries received after the due date shall not be considered and no reply to such queries will be given. Replying to queries shall be given by DPA only if the queries requested are considered appropriate by DPA. Verbal clarifications and information given by the DPA or his employee(s) or his representative(s) shall not in any way be binding on the DPA.

2.14 BIDDER'S RESPONSIBILITY:

2.14.1 Contacting Deendayal Port Authority (DPA):

From the time of bid submission to awarding the contract, no Bidder shall contact the Procuring Entity on any matter relating to the submitted bid. If a Bidder needs to contact the Procuring Entity for any reason relating to this tender and/ or its bid, it should do so only in writing or electronically. Any effort by a Bidder to influence the Procuring Entity during the processing of bids, evaluation, bid comparison or award decisions shall be construed as a violation of the Code of Integrity, and bid shall be liable to be rejected as nonresponsive in addition to other punitive actions for violation of Code of Integrity as per the Tender Document.

2.14.2 Undertaking by the Bidders:

- i) Bidder undertakes, if his tender is accepted, has to enter into and execute when called upon to do so, a Contract Agreement as provided in Annexure B with such modifications as agreed upon. Until the formal Contract Agreement is prepared and executed, this tender/bid document together with the written acceptance shall form a binding agreement between the DPA and the Contractor.
- ii) The Bidder undertakes, if his tender is accepted, has to give the required performance security **as per Clause No. 2.27.1 of ITB.**
- iii) The Bidder shall submit a declaration as provided in the **Form VI** of the bid

document that the Bidder has not been blacklisted or debarred by any of the Central / State Government / Autonomous bodies / PSEs / PSUs and any other organizations in India prior to and as on the bid submission date mentioned in the NIT and the same shall be uploaded along with the bid document in the e-tender portal.

- iv) The bidders shall submit a declaration as provided in **Form VI** of the bid document that they have not made any payment or illegal gratification to any person / authority connected with the bid process so as to influence the bid process and have not committed any offence under the Prevention of Corruption Act (PC Act) in connection with the bid.

PREPARATION OF BID

2.15 LANGUAGE OF BID:

All Documents related to the bid shall be in the English language.

2.16 BID PRICES:

2.16.1 The Bidder shall quote, on the prescribed Price Schedule, the landed prices of all the goods, works and services at DPA.

2.16.2 The quoted price shall be deemed to include all costs necessary for the execution and completion of the Works, including labour, materials, equipment, overheads, taxes, duties, and all incidental expenses excluding GST. The rates and prices quoted by the bidder shall be firm during tenure of contract unless otherwise mentioned in the Tender Document. Applicable GST on the taxable value of supply of Goods, Works or Services or both covered in this tender/contract will be paid by Port on production of bill mentioning GSTIN. Applicable Statutory recoveries including TDS under Income Tax, TDS under GST acts will be deducted/ recovered while accounting for or making payments to the contractor as per the applicable laws.

2.16.3 Also, by submitting a bid for the work, bidders shall be deemed to have satisfied himself by actual inspection of the site and locality of the work, that rates quoted by him in the Bid will be adequate to complete such work according to the specification and conditions attached here to and he has taken into account all conditions and difficulties that may be encountered during its progress and to have quoted labour and material rates which shall include the cost of the material with taxes, duties and incidental and all other charges necessary for the completion of the work, to the entire satisfaction of DPA.

2.17 BID VALIDITY:

2.17.1 A bid shall remain valid for the period of 90 days from the date of opening of e-tender. A bid valid for a shorter period shall be rejected as nonresponsive. In case the day up to which the bids are to remain valid falls on or is subsequently declared a holiday/ closed day for the DPA, the bid validity shall automatically be deemed to be extended upto the next working day.

2.17.2 During this period, the bidder shall not be permitted to withdraw or vary their offers, once made and if they do so, EMD paid by the bidder will be forfeited.

2.18 EXTENSION OF TENDER VALIDITY PERIOD:

2.18.1 The entire process of scrutiny and evaluation of tenders, preparation of ranking statement and notification of award will be done expeditiously and within the original tender validity period.

2.18.2 If, however, due to some exceptional and unforeseen reasons, DPA is unable to decide on the placement of the contract within the original validity period, it may preferably request, before expiry of the original validity period, all the responsive tenderers to extend their tenders up to a specified period. While asking for such extension, the tenderers are also to be asked to extend their offers as it is, without any changes therein. They may also be requested to extend the validity of the EMD for the corresponding additional period (which is to be specified in the request). A tenderer may not agree to such a request, and this will not lead to forfeiture of its EMD. But the tenderers, who agree to extend the validity, are to do so without changing any terms, conditions, and so on, of their original tenders.

2.18.3 In case such refusal by tenderer(s) to extend validity (hereinafter called not-extended bids) or withdrawal of offer within validity as per **Clause 2.17 above** (hereinafter referred as withdrawn bids) if happens:

- a) before completion of the Techno-commercial evaluation, then the Techno-commercial evaluation (including the not-extended and withdrawn bids) shall be completed. If a not-extended or withdrawn bid qualifies in techno-commercial evaluation, financial bid(s) of such bidders shall also be opened, and action shall be taken as per sub-para below.
- b) After Techno-commercial evaluation but before completion of financial bid evaluation, financial bid evaluation (including not-extended and withdrawn bids) shall be completed.
- c) If a withdrawn bid happens to be L-1 bidder (lowest acceptable bidder, who is techno-commercially qualified and would have been awarded a contract, but for his refusal to extend validity), the tender must be re-tendered.

2.19 BID CURRENCIES:

The prices shall be quoted in the currency of Indian Rupees only. The price quoted in the currency of Indian rupees in the 'Price Schedule' shall be firm and shall not be varied on account of exchange rate fluctuation during the bid validity / contract period.

2.20 BID SECURITY/ EARNEST MONEY DEPOSIT (EMD):

2.20.1 The Bidder shall furnish, as part of its bid, bid security (EMD) for the amount stipulated in the NIT.

2.20.2 Any bid not accompanied by prescribed bid security shall be rejected by the DPA as

being non- responsive.

2.20.3 All bidders shall pay the EMD in the form of Insurance Surety Bonds / Account Payee / Demand Draft / Fixed Deposit Receipt / Banker's Cheque / Bank Guarantee (including e-Bank Guarantee) issued/ confirmed by any of the Scheduled Banks (as defined in section 2(e) of the RBI Act 1934) or payment online in an acceptable form. In case the bid security is more than a threshold (Rupees five lakh), it may be in the form of a bank guarantee issued/ confirmed from any of the scheduled banks in India in an acceptable form. The bid security shall remain valid for a period of 45 (forty-five) days beyond the final bid validity period. Otherwise, his/her/their tender will be rejected. EMD in any other form shall not be accepted.

2.20.4 TENDER FEE / EMD Exemption

(a) Who is Eligible for EMD Exemption?

- **Micro and Small Enterprises (MSEs):** Registered with the District Industries Centre (DIC), Khadi and Village Industries Commission (KVIC), Khadi and Village Industries Board (KVIB), Coir Board, National Small Industries Corporation (NSIC), or any other body specified by the Ministry of MSME.
- **Udyam Registered Businesses:** Valid Udyam Registration Certificate holders.
- **Startups:** Recognized by the Department for Promotion of Industry and Internal Trade (DPIIT).
- **Conditions:** The exemption applies to manufacturers of goods and service providers. **Traders, agents, or resellers are not eligible** for this exemption.

(b) How to Claim the Exemption

- **Submit Valid Documents:** The bidder shall submit a notarized or valid copy of MSME / Udyam/NSIC registration certificate with the bid.
- **Product/Service Alignment:** The goods or services the bidder is bidding for must be covered under the registration certificate.
- **Declaration:** Clearly mention and claim the exemption in the bid submission to avoid rejection.

2.20.5 The MSEs are required to furnish a relevant valid Certificate for claiming exemption. This valid certificate shall be uploaded in the Bid, failing which the Technical Bid shall not be evaluated. Similarly, bidders are required to upload scanned copies in the Bid in case payment of EMD in the form of Insurance Surety Bonds / Account Payee / Demand Draft / Fixed Deposit Receipt / Banker's Cheque / Bank Guarantee (including e-Bank Guarantee) failing which the Technical Bid shall not be evaluated. The details of Insurance Surety Bonds / Account Payee / Demand Draft / Fixed Deposit Receipt / Banker's Cheque / Bank Guarantee (including e-Bank Guarantee) shall be received only after the bid opening date. If the originals are not received within 7 days of the bid opening date the bid may not be considered.

2.20.6 Bid Securing Declaration (BSD)

Key details regarding the applicability of BSD include:

- a) **Applicability to Exempted Bidders:** The BSD requirement is mandatory for MSEs, Start-ups, and other entities that are exempted from paying EMD.
- b) **Consequences of Breach:** If a bidder withdraws/modifies their bid during the validity period, fails to sign the contract, or fails to submit the Performance Security, before the deadline defined in the tender documents, it shall be considered as a violation of Code on Integrity and they shall be debarred for the time period specified in the BSD from being eligible to submit Bids/ Proposals for contracts with DPA.
- c) **Format Requirement:** The declaration must be in the standard format provided in the tender document; otherwise, the bid may be rejected.

2.20.7 A bidder's bid security shall be forfeited if the bidder withdraws or amends its bid or impairs or derogates from the tender in any respect within the period of validity of the tender or if the successful bidder fails to furnish the required performance security or to sign the contract within the specified period. Also, if the Bidder submits fraudulent documents in support of its eligibility / qualification and bidder is found indulged in corrupt, fraudulent, coercive, undesirable and restrictive practices during the bidding process, and bidder's bid security shall be forfeited.

2.20.8 Bid securities of the unsuccessful bidders should be returned to them as soon as possible after the expiry of the final bid validity period and, at the latest, by the 30th day after the award of the contract. Bid security should be refunded to the successful bidder upon receipt of performance security. Bid security of the successful bidder may be adjusted against Performance Security Deposit if requested by the successful bidder.

2.20.9 This valid certificates in case of EMD exemption shall be uploaded in the Bid, failing which the Technical Bid shall not be evaluated. Similarly, bidders are required to upload scanned copies in the Bid in case payment of EMD in the form of Insurance Surety Bonds / Account Payee / Demand Draft / Fixed Deposit Receipt / Banker's Cheque / Bank Guarantee (including e-Bank Guarantee), failing which the Technical Bid shall not be evaluated. The details of Insurance Surety Bonds / Account Payee / Demand Draft / Fixed Deposit Receipt / Banker's Cheque / Bank Guarantee (including e-Bank Guarantee) shall be received only after the bid opening date. If the originals are not received within 7 days of the bid opening date the bid may not be considered.

2.20.10 No interest shall accrue or is payable on the EMD from the date of its remittance till it is returned to the bidders.

2.21 DOCUMENTS COMPRISING THE BID:

2.21.1 The bidder is required to download all the documents for the preparation of his bid. The bidders are strongly advised to examine all the instructions, forms, terms & conditions, and specifications in the Tender documents. Failure to furnish all the information as required for the Bid Document or submission of a Bid not techno-commercially

responsive, will be at the Bidder's risk and shall result in the rejection of its Bid.

2.21.2 The bidder shall carefully prepare the list of required documents that are asked for submission along with the bid. The bid shall be a Technical Bid and Financial Bid. The bid shall be prepared as under and uploaded the same online through e-Procurement Portal (N-Procure Portal) in two cover system and digitally signed by the authorized representative of the bidder as follows:

COVER – A

Techno-Commercial Bid:

- (i) Duly filled in **Form I** – “Bid Cover Letter”
- (ii) Scanned copy of system generated proof towards successful payment of EMD in case of payment through online payment gateway mode **OR** scanned copy of proof towards successful payment of EMD in the form of Insurance Surety Bonds / Account Payee / Demand Draft / Fixed Deposit Receipt / Banker's Cheque / Bank Guarantee (including e-Bank Guarantee) **OR** valid Certificates by bidders for claiming exemption. In case the bid security is more than a threshold (Rupees five lakh), it may be in the form of a bank guarantee issued/ confirmed from any of the scheduled banks in India in an acceptable form.
- (iii) Pre-qualification criteria information on **Similar Work Experience** as detailed under **SI. No. 4. (A) of Notice Inviting Tender (Section-I)**:
Scanned copies of work order(s) along with BOQ & respective satisfactory completion cum performance certificate in support of meeting Similar Work Experience along with duly filled in **Form-III**. In case of experience other than Central / State Government / Autonomous bodies / PSEs / PSUs / Public Limited Companies, the bidder has to submit scanned copies of TDS certificate along with duly filled in **Form-III (A)**.
- (iv) Pre-qualification criteria information on **Financial Capability** as detailed under **SI. No. 4 (B) of Notice Inviting Tender (Section-I)**:
Scanned copy of Profit & Loss statements for the last 3 (three) years ending 31st March of the previous financial year duly certified by the Chartered Accountant in support of meeting Financial Capability along with duly filled in **Form-II**.
- (v) Scanned copies of (i) EPF registration certificate; (ii) ESI; (iii) Permanent Account Number [PAN]; (iv) Income Tax Return of preceding three years; and (v) GST Registration Certificate
- (vi) Duly filled in Form-IV – “Declaration of Authorized Representative”
- (vii) Duly filled in Form-V – “Schedule of No deviation”
- (viii) Duly filled in Form-VI – “Declaration by the Bidder”
- (ix) Duly filled in Form-VII – “Bank Mandate Form”

- (x) Duly filled in Form-VIII – “Tender Acceptance Letter”
- (xi) Duly filled in Form-IX – “Local Content declaration & Self Certification” [wherever applicable if specifically asked for in bid document]
- (xii) Duly filled in and signed Form-X – “Integrity pact” [wherever applicable as per as per Clause No. 2.30 of ITB]
- (xiii) Duly filled in and signed Form-XI – “Bid Securing Declaration” [wherever applicable as per as per Clause No. 2.20.6 of ITB]
- (xiv) Details of Technical Manpower to be deployed for execution of work [wherever applicable if specifically asked for in bid document]
- (xv) Scanned copy of valid license “ESB” / “ESA” / “EA” grade issued by the Licensing Board [wherever applicable if specifically asked for in bid document]
- (xvi) The bidder shall submit the technical details and brochures of the proposed machines /equipment to be deployed along with technical bids with necessary certifications as per the technical requirement.
- (xvii) Any other documents which need to be uploaded, as a support to bidder’s qualification/ responsiveness to the bid in compliance with Tender Document.
- (xviii) In Case of JV / Consortium the following forms should be filled in and submitted along with bid document

FORM-XII	Declaration of Power of Attorney
FORM-XIII	Declaration of Power of Attorney for Lead Member of JV / Consortium

- (xix) In order to file an error-free tender/bid, the bidders may make use of the Pre-qualification and eligible documents to be uploaded list provided in the Pre-qualification and Responsiveness Information in Annexure – A of the bid document to identify the documents to be scanned and uploaded in support of their bid. **Scanned copy of duly filled in Annexure – A shall be uploaded by the Bidder**
- (xx) The Technical Bid shall not contain any price information.

COVER – B

Financial Bid: shall comprise Price Schedule

- (b) Price proposal by the bidder:
 - a. In the e-Procurement Portal, an intelligent Price Schedule / Bill of Quantity in Microsoft Excel format shall be made available to the bidder.
 - b. The bidder shall bid for the whole work as described in the Price Schedule.
 - c. Bidders are to submit the Price Break-Up in the “Break-up of Cost Component”

wherever requested forming part of price bid only

- d. The bidder shall be deemed to have satisfied himself/herself as to the correctness and sufficiency of the Tender and the rates and prices quoted in the Price Schedule, all of which shall cover all his/her obligations under the Contract and all matters & things necessary for the proper execution and completion of the work and the remedying of any defects therein.

2.21.3 Bidders shall submit offers that fully comply with the requirements of the Tender documents. Conditional offers or alternative offers will not be considered in the process of bid evaluation.

2.22 UPLOADING / SUBMISSION OF BIDS BY BIDDERS:

2.22.1 Bids must be uploaded by the submission deadline mentioned in the Tender Document.

2.22.2 Only one copy of the bid can be uploaded, and Bidder shall digitally sign all statements, documents, certificates uploaded by him, owning sole and complete responsibility for their correctness/ authenticity as per the provisions of the IT Act 2000 as amended from time to time.

2.22.3 Regarding the protected Price Schedule/ BOQ (excel format, Cover-2), Bidder shall write his name in the space provided in the specified location only. Bidder shall type rates in the figure only in the rate column of respective item(s) without any blank cell or Zero values in the rate column, without any alteration/ deletion/ modification of other portions of the excel sheet. If space is inadequate, Bidder may upload additional documents under "Additional Documents" in the "bid Cover Content."

2.22.4 The date and time of the e-Procurement server clock, which is also displayed on the dashboard of the bidders, shall be used as the reference time for deciding the closing time of bid submission. Bidders are advised to ensure they submit their bid within the deadline and time of bid submission, taking the server clock as a reference, failing which the portal shall not accept the Bids. No request on the account that the server clock was not showing the correct time and that a particular bidder could not submit their bid because of this shall be entertained. Failure or defects on the internet or heavy traffic at the server shall not be accepted as a reason for a complaint. The DPA shall not be responsible for any failure, malfunction or breakdown of the electronic system used during the e-Procurement Process.

2.22.5 All Bids uploaded by Bidder to the portal shall get automatically encrypted. The encrypted bid can only be decrypted/ opened by the authorised persons on or after the due date and time. The bidder should ensure the correctness of the bid before uploading and take a printout of the system generated submission summary to confirm successful bid upload.

2.22.6 Bidder must upload scanned copies of originals (or self-attested copies of originals – as specified). Bidder should ensure the clarity/ legibility of the scanned documents uploaded by him. The DPA reserves its right to call for verification originals of all such self-certified documents from the Bidders at any stage of evaluation, especially from the

successful Bidder(s) before the issue of Letter of Award (LoA).

- 2.22.7** If so, specified in the tender document, originals (or self-attested copies of originals – as specified therein) of specified scanned, uploaded documents must be physically submitted before the deadline specified for it (before the bid submission deadline, if not so specified) sealed in double cover, and acknowledgement be obtained before the bid submission deadline at mentioned venue. Failure to do so is likely to result in the bid being rejected. If the office is closed on the deadline for physical submission of originals, it shall stand extended to the next working day at the same time and venue.
- 2.22.8** No manual Bids shall be made available or accepted for submission in e-Procurement (except for originals of scanned copies as per sub-para above).

2.23 WITHDRAW/ AMENDMENTS / MODIFICATIONS TO BIDS BY BIDDERS:

The bidder, after submitting its bid is permitted to substitute/ alter/modify it, superseding earlier bid, so long such revised bid is uploaded/ received duly sealed and marked like original bid, up to the deadline of submission of bids. Resubmission of a bid shall require uploading of all documents, including financial bid afresh. The system shall consider only the last bid submitted as the valid bid. The bidder may withdraw his bid before the bid submission deadline, and it shall be marked as withdrawn and shall not get opened during the Bid opening. Any such action after that deadline is not permitted. Withdrawal/ amendment/ modification/ alteration/ impairment/ derogation of a bid, in any respect, by its bidders between the deadline for submission of bids and expiration of the period of bid validity, his bid security/ EMD shall be forfeited besides imposition of any other punitive remedy available to DPA.

OPENING AND EVALUATION & AWARD OF WORK:

2.24 BID OPENING:

- 2.24.1** Immediately after the deadline for bid submission, DPA shall proceed to the bid opening. If the specified date of Bid Opening falls on is subsequently declared a holiday or closed day for the DPA, the Bids shall be opened at the appointed time on the next working day.
- 2.24.2** Transparency and Protecting Third-Party Rights of Bidders
- DPA and e-Procurement portal reserves right to provide access to bidders' technical/ financial bids to other participating bidders, in addition to comparative summary of Technical and financial bids of all participating bidders.
- 2.24.3** The Cover A – Technical bids uploaded by the Bidders as required for bidding purpose will be opened through online on the scheduled date and time in the presence of such bidders and/or their authorized representatives, who wish to be present at the time of opening, at their own cost.
- 2.24.4** The Price bid of the shortlisted bidders i.e., technically qualified bidders will alone be opened by DPA on a date and time to be notified later.

2.25 EVALUATION OF BIDS:

2.25.1 In single stage two envelopes, initially only the techno-commercial (Technical) bids would be opened and evaluated for bids which successfully meet the eligibility/ qualification criteria and techno-commercial aspects. Financial bids of such successful bidders only would be opened. DPA shall evaluate financial bids with a view to select the lowest (L1) bidder who meets the eligibility/ qualification criteria and techno-commercial aspects.

2.25.2 The Stages of Evaluation: The evaluation of the bids shall be carried out in two stages: at the first stage evaluation of responsiveness and technical bids is taken up. The financial bid of only such bidders will be opened which bids and found pre-qualified and technically responsive. The evaluation shall be carried out in full conformity with the provisions of the tender document.

2.25.3 Clarification of Bids/ Shortfall Documents

- (a) During evaluation and comparison of bids, the DPA may, at its discretion, ask the bidder for clarifications to remove minor ambiguities or to confirm the authenticity of documents already submitted. The request for clarification shall be given in writing by registered/ speed post/ courier/ email, asking the bidder to respond by a specified date, mentioning therein that, if the tenderer does not comply or respond by the date, his tender will be liable to be rejected. Depending on the outcome, such tenders are to be ignored or considered further. No change in prices or substance of the bid including specifications, which may grant any undue advantage to such bidder, shall be sought, offered, or permitted. No post-bid clarification at the initiative of the bidder shall be entertained.
- (b) The DPA reserves its right to, but without any obligation to do so, to seek any shortfall information/ documents only in case of historical documents which pre-existed at the time of the tender opening, and which have not undergone change since then and does not grant any undue advantage to any bidder. Provision may be made by e- Procurement portals for requesting Short-fall documents from the bidders. The system may further allow shortfall documents to be taken from any bidders only once after the technical bid opening. (Example: if the Permanent Account Number, registration with GST has been asked to be submitted and the tenderer has not provided them, these documents may be asked for with a target date as above). As far as the submission of documents is concerned regarding qualification criteria, after submission of the tender, only related shortfall documents should be asked for and considered. For example, if the bidder has submitted a contract without its completion/ performance certificate, the evaluation team may request the bidder to furnish such certificate. However, only documents that were already in existence prior to the bid submission deadline shall be considered for this purpose. And no new certificate or contract should be asked for so as to qualify the bidder.
- (c) Certificates or supporting documents created, signed, or issued after the date of

bid opening shall not be accepted, even if they purport to certify historical facts. This restriction is necessary to prevent post-facto manipulation of records and to ensure a fair, transparent, and auditable evaluation process. Bidders are, therefore, advised to ensure that all required certificates and supporting documents are collected in advance and enclosed with their bids.

2.25.4 Evaluation of Eligibility:

DPA shall determine, to its satisfaction, whether the Bidders are eligible as per the eligibility criteria in the Tender Document to participate in the Tender Process. Tenders that do not meet the required eligibility criteria prescribed shall be rejected as unresponsive.

2.25.5 Evaluation of Eligible Techno-commercial Bids

2.25.5.1 Evaluation of qualification Criteria:

In evaluation of the techno-commercial bid, conformity of the pre-qualification, technical and commercial conditions to those in the bid document is ascertained. Additional factors, if any, incorporated in the tender documents may also be considered in the manner indicated therein. This determination will, inter-alia, consider the bidder's financial, technical capability to satisfy all DPA's requirements as incorporated in the tender document. Such determination of qualification criteria shall be based upon scrutiny and examination of all relevant data and details submitted by the bidder in its bid, as well as such other allied information as deemed appropriate by the DPA. The determination shall not consider the qualifications of other firms such as the Bidder's subsidiaries, parent entities, allied firms, subcontractors (other than specialized subcontractors if permitted in the bidding document), or any other firm(s) different from the Bidder.

2.25.5.2 Evaluation of Technical Suitability: The description, specifications, drawings and other technical terms and conditions are examined by DPA for acceptance as per terms and conditions of tender. The exceptions/ deviation form submitted by the bidder shall be examined as per guidelines in vogue.

2.25.5.3 Evaluation of Commercial Conditions: Bidder must comply with all the Commercial and other clauses of the Tender Document.

2.25.5.4 The documents uploaded by the bidder as specified in **Form- III** read with **Section - II, Clause 2.21.2 (iv)**, will be evaluated basing on the work orders, Performance Certificate / work completion certificate of similar nature of the work and value of the work fulfilling the Similar Work Experience Criteria.

2.25.5.5 The financial capability will be evaluated based on the information provided in **Form II** read with **Section- II, clause 2.21.2 (iii)**.

2.25.5.6 After scrutiny of the documents uploaded in the **Cover A – Techno-commercial Bid**, the eligible bidders are declared as pre-qualified and responsive bidder based on the details provided by them. The shortlisted bidders after the Techno-Commercial evaluation will be informed through emails and the same will also be published in the

Port website/ e-procurement portal including informing the failed Bidders). The date/ time and place (or on the portal in case of e- procurement) are announced for the opening of Financial Bids in the presence of technically suitable bidders who are willing to attend the bid opening. Such a date shall be **two to five (5)** days after the announcement.

2.25.5.7 The failed bidders having any objections or observations shall inform the same to the designated Email id, within stipulated period from the date of publishing in the website. Objections if any, received after this date will not be entertained. Objections so received will be duly examined as per the Terms and Conditions of the tender and the decision will be posted on the website or intimated to the firm. The decision of the competent authority, in this regard, will be final and binding and no further objections will be entertained once the decision is finalized.

2.25.6 Evaluation of Financial Bids and Ranking of Tenders in General

- (a) The Financial Bid of the pre-qualified & responsive bidders will be publicly opened on the pre-published / notified date & time in the presence of bidders or their authorized representative who wish to be present. The participating bidders can also witness the opening of price bids online by logging on to the portal with his DSC from anywhere.
- (b) **Ranking of Bids:** Financial Bids of all Techno-commercially suitable bids are evaluated and ranked to determine the lowest priced bidder based on the total price quoted by the bidder in accordance with terms and conditions of tender. DPA is not bound to accept the lowest quoted offer. Conditional bids may be rejected by DPA. Conditions, if any, on any document enclosed with Price Bid shall not be considered for any purpose.

Least Cost Selection (LCS) is applicable for this tender.

The financial proposals will be ranked in terms of their total evaluated cost. The least cost proposal will be ranked as L-1 and the next higher and so on will be ranked as L-2, L-3 etc. The least cost proposal (L-1) will be considered for award of contract.

- (c) Evaluation of the bid does not exonerate the bidders from checking their original documents. DPA reserves the right to verify the authenticity of the documents/information submitted by the bidder.

As per Section-468 (Forgery for the purpose of Cheating) and Section-471 (using as genuine, a forged document) of IPC-1860, use of fraudulent/forged document for the purpose of participating in any tender is a punishable offense. Hence, in such cases, DPA shall have no other option than to take the following actions against the firm, which has resorted to use of forged/fraudulent documents in any tender. It is also applicable if, at a later date, the bidder is found to have misled the evaluation through wrong information.

At the time of the bidding stage

- (i) Termination of any other ongoing contracts with forfeiture of the Security Deposits.
- (ii) Blacklisting / debarring / tender holiday of the firm under the Prevention of

Corruption Act, 1988 for a period of three years from the date of blacklisting.

At the time of contract execution

- (i) Termination of the contract with forfeiture of the Security Deposits.
- (ii) Termination of any other on-going contracts with forfeiture of the Security Deposits.
- (iii) Blacklisting of firm under Prevention of Corruption Act, 1988 for a period of three years from the date of blacklisting.

2.26 AWARD OF CONTRACT:

2.26.1 LoA to Successful Bidder

1. Before a final award is announced, the technical and financial credentials of the selected bidders will be crosschecked to the extent feasible. DPA, the Procuring Entity may, at its discretion, ask Bidder to submit for verification the originals of all such documents whose scanned copies were submitted online. If so decided, the photocopies of such self-certified documents shall be verified and signed by the competent officer and kept in the records as part of the contract agreement. If the Bidder fails to provide such originals or in case of substantive discrepancies in such documents, it shall be construed as a violation of the Code of Integrity. Such bid shall be liable to be rejected as nonresponsive in addition to other punitive actions in the Tender Document. The evaluation of Bids shall proceed with the subsequent ranked offers.
2. Prior to the expiry of the period of bid validity, the successful bidder will be notified (briefly indicating therein relevant details such as quantity, specification, prices, and so on) in writing by a registered letter or any other acknowledgeable and foolproof method that his bid has been accepted. Legally communication of acceptance of offer in the form of prescribed Letter of Acceptance (or Notice of Award, or Acceptance of Tender) is considered complete as soon as it is submitted to Postal authorities as ***Para 2.9-1 of 'Appendix – 2: Legal Aspects of Public Procurement of Manual for Procurement of Goods, 2024***. Letter of Acceptance / Award (LoA) shall constitute the legal formation of the contract, subject only to the furnishing of performance security. The Procuring Entity, at its discretion, may directly issue the contract subject only to the furnishing of performance security, skipping the issue of LoA.
3. The successful bidder has to furnish Performance Security and non-judicial stamp paper for signing of Contract / Agreement within 14 days (National Bid) & 28 Days (Global Bid) from date of issuance of Letter of Acceptance/ Award.

2.26.2 Publication of Award of Contract and Return of EMD of Unsuccessful Bidders

1. **Publication of Award of Contract:** The details of award of contract and name of the successful bidder will be uploaded / mentioned on website of DPA / e-Procurement Portal.
2. **Bid Securities:** Upon the successful bidder furnishing the signed agreement and performance security, each unsuccessful bidder will be promptly notified, and their bid

security be returned without interest within 30 (thirty) days of notice of award of contract. The successful contractor's bid security shall be adjusted against the Security Deposit or returned as per the terms of the tender documents.

2.26.3 Acknowledgement of Contract by Successful Bidder and Execution

1. After the successful bidder is notified that his bid has been accepted, he will be sent an agreement in duplicate for signature and return, incorporating all agreements between the parties.

2. Signing Of Contract:

The successful bidder has to furnish the Performance Security Deposit (PSD), as per the Tender Conditions. The Contractor shall be required to execute an agreement at his expense on Three Hundred Rupees (₹300/-) Non-Judicial Stamp Paper in the proper departmental format for the due and proper fulfillment of the contract within 14 days (National Bid) & 28 days (Global Bid) from the date of Letter of Acceptance. **(as per Annexure- B)** The contractor should acknowledge and unconditionally accept, sign, date and return the agreement within 14 (fourteen) days from the date of issue of the contract in case of OTE and 28 (twenty-eight) days in case of GTE. While acknowledging the contract, the contractor may raise issues and/ or ask for modifications against some entries in the contract. Such aspects shall immediately be investigated for necessary action, and thereafter, the Successful Bidder's unconditional acceptance of the contract obtained. If both parties (Procuring Entity and the contractor) simultaneously sign the contract across the table, further acknowledgement from the contractor is not required. It should also be made known to the successful tenderer that in case he does not furnish the required performance security or does not accept the contract within the stipulated target dates, such non-compliance will constitute sufficient ground for forfeiture of its EMD and processing the case for further action against it.

2.27 FORMS OF SECURITY:

2.27.1 Performance Security Deposit Or Performance Guarantee:

2.27.1.1 To ensure due performance of the contract, The successful bidder (Contractor) shall furnish an amount of 5% of the Contract Price as Performance Security unless otherwise specified.

2.27.1.2 **Forms of Security:** Performance security may be furnished in the form of Insurance Surety Bond, account payee demand draft, bank guarantee (including e-bank guarantee issued / confirmed from any of the scheduled banks in India, or online payment in an acceptable form.

On-line transfer details:

Punjab National Bank, Gandhidham, A/c No. 0190002100031883, IFSC Code: PUNB0019000, Type of Account: Current Account.

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

performance security should be in the same currency as the contract and must conform to Uniform Rules for Demand Guarantees (URDG 758) – an international convention regulating international securities.

2.27.1.4 Performance Security is to be furnished within 14 (fourteen) days after notification of the award) and it should remain valid for a period of 60 (sixty) days (or any other period mentioned in the tender document) beyond the date of completion of all contractual obligations of the contractor, including Defect Liability Period (DLP)/ Warranty period.

2.27.1.5 The performance security will be forfeited and credited to the DPA's account in the event of a breach of contract by the contractor. It should be refunded to the contractor without interest, after he duly performs and completes all obligations under the contract but not later than 60 (sixty, or any other period mentioned in the tender documents) days of completion of the Defect Liability Period (DLP)/ warranty period under the contract.

2.27.2 Security Deposit/ Retention Money:

2.27.2.1 In addition to Performance Security, Security Deposit/ Retention Money for an amount of 5% of the Contract value shall be withheld by deducting 10% from each running bill (periodic/ interim payment) 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/ Insurance Surety Bonds from a bank acceptable to the Procuring Entity at the following stages:

- a) After the amount reaches half the value of the limit of retention money; and
- b) After the amount reaches the maximum limit of retention money. One-half of the retention money (or BG, which replaced retention money) shall be released on the issue of the taking-over certificate; if 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 60 (sixty, or any other period mentioned in the tender document) days after the DLP/ warranty period of the works or final payment, whichever is earlier, on certification by the engineer. In the event of different defect liability periods/ warranty period being applicable to different sections or parts or equipment incidental to works, the expiration of defect liability period/ warranty period shall be the latest of such periods.

2.27.3 Verification of Bank Guarantees:

2.27.3.1 Bank Guarantees submitted by the bidders/ contractors as EMD/ Performance Securities will be immediately verified from the issuing bank before acceptance. There may not be any need to get the Bank Guarantee vetted by legal/ finance authority if it is in the specified format.

2.27.3.2 Guidelines for verification of BGs submitted by the bidders/ contractors against EMD/ Performance Security/ advance payments and for various other purposes are as follows:

- a) BG shall be as per the prescribed formats
- b) The BG contains the name, designation and code number of the Bank officer(s) signing the guarantee(s);
- c) The address and other details (including telephone no.) of the controlling officer of the bank are obtained from the branch of the bank issuing the BG (this should be included in all BGs);
- d) The confirmation from the issuing branch of the bank is obtained in writing through registered post/ speed post/ courier/ official email-id of the Bank/ SFMS on the official portal of the procuring entity. The bank should be advised to confirm the issuance of the BGs specifically quoting the letter of Procurement Entity on the printed official letterhead of the bank indicating address and other details (including telephone nos.) of the bank and the name, designation and code number of the officer(s) confirming the issuance of the BG;

2.27.3.3 Bank guarantees, either received in physical form or electronic form, should be verified for its genuineness following prescribed method for the same.

2.27.3.4 Corporate Guarantee or Indemnity Bond shall not be accepted for Bid Security (EMD) or Performance Security, or in lieu of any other Bank Guarantee (e.g., for advance payment/ warranty obligations).

2.28 CORRUPT OR FRAUDULENT PRACTICES:

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

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

2.29 DPA reserves its right to relax the condition of prior turnover and prior experience for start-up enterprises (MSME or otherwise) recognized by the Department for Industry & Internal Trade (DPIIT), subject to meeting quality & technical specifications (only to startups recognized by the Department of Industry & Internal Trade (DPIIT)), subject to meeting quality & technical specifications.

2.30 **PREFERENTIAL PROCUREMENT POLICIES AND RESTRICTIONS ON BIDDERS:**

1. General

The procurement under this Tender shall be governed by the provisions of the General Financial Rules (GFR), 2017 and the policies of the Government of India relating to preferential procurement and restrictions on procurement from certain sources, as amended from time to time. The bidders shall comply with all applicable provisions and submit the required declarations and certifications along with their bids.

2. Public Procurement Policy for Micro and Small Enterprises (MSEs)

The provisions of the Public Procurement Policy for Micro and Small Enterprises (MSEs), 2012, as amended from time to time, issued under Rule 153(ii) of GFR 2017, shall apply to this procurement. Eligible MSEs shall be entitled to benefits under the said policy subject to submission of valid registration certificates and compliance with the policy provisions.

3. Public Procurement (Preference to Make in India) Order

This procurement shall be governed by the Public Procurement (Preference to Make in India) Order, 2017, issued by the Department for Promotion of Industry and Internal Trade (DPIIT), Ministry of Commerce and Industry, under Rule 153(iii) of GFR 2017, including all amendments issued from time to time.

- a) Bidders shall indicate the percentage of Local Content in the goods/works/services offered.
- b) Bidders shall be classified as Class-I Local Supplier, Class-II Local Supplier, or Non-Local Supplier in accordance with the provisions of the said Order.
- c) Purchase preference to Class-I Local Suppliers, margin of purchase preference, and other provisions relating to local content shall apply as stipulated in the Order and the tender documents.
- d) The bidder shall submit the prescribed self-certification of local content, and where required, certification by a statutory auditor or cost accountant in accordance with the provisions of the Order.

4. Restrictions on Bidders from Countries Sharing Land Border with India

The provisions of Rule 144(xi) of GFR 2017 and Public Procurement Order No. 4 dated 23.02.2023 issued by the Department of Expenditure shall apply to this procurement.

- a) Any bidder from a country which shares a land border with India shall be eligible to bid only if the bidder is registered with the Competent Authority designated by DPIIT.

- b) Any bidder (including an Indian bidder) having a Specified Transfer of Technology (ToT) arrangement with an entity from a country sharing a land border with India shall also require such registration.
- c) The bidder shall submit the required certificate/undertaking confirming compliance with the above provisions along with the bid.

5. Support to Start-up Enterprises

Start-ups recognized by the Department for Promotion of Industry and Internal Trade (DPIIT) shall be eligible for benefits as per Government of India instructions, including:

- a) Exemption from submission of Bid Security / Earnest Money Deposit (EMD).
- b) Relaxation in prior turnover and experience requirements, subject to meeting the prescribed technical and quality specifications.

6. Domestically Manufactured Iron & Steel Products (DMI&SP) Policy

Where the procurement involves iron and steel products covered under the Domestically Manufactured Iron & Steel Products (DMI&SP) Policy – Revised 2025 issued by the Ministry of Steel, the provisions of the said policy shall apply.

- a) The bidder shall ensure compliance with the prescribed domestic value addition requirements.
- b) The bidder shall submit the prescribed self-certification or certification by statutory auditor/cost accountant, as applicable under the policy.

7. Compliance

The bidder shall comply with all applicable Government of India procurement policies, notifications, office memoranda, and amendments issued from time to time relating to preferential procurement and restrictions on bidders.

Failure to comply with the provisions of the above policies or submission of false declarations shall render the bidder liable for rejection of bid, debarment, or other action as per applicable rules and regulations.

2.31 INTEGRITY PACT:

Integrity Pact is required to be submitted in bid duly scanned, stamped, signed, and dated along with one witnesses' Signatures (to be arranged by the bidder) as per format available. Submission of Integrity Pact is mandatory. Non-submission shall render the bid non-responsive and liable for rejection. However, the Procuring Entity may permit rectification of minor procedural deficiencies in the submitted Integrity Pact within a specified time, provided such relaxation is applied uniformly and does not affect the substance of the bid. The Integrity Pact Agreement is required to be made on ₹300/- non-judicial stamp paper. The potential bidders shall download and print the IP Agreement signed by the Employer and their witness and affix his/her signature on the IP agreement in the presence of a witness from his / her side, who shall also affix his/her signature thereof. Having completed the signing procedure, the potential bidder shall upload the duly filled and signed IP Agreement on n-procure portal. The procedure mentioned above regarding signing of Integrity Pact Agreement by both the parties (Employer and Potential bidders) shall be completed online.

Note:

- (1) In case of Proprietorship firm, IP agreement shall be signed by Sole Proprietor.
- (2) In case of Partnership firm, IP agreement needs to be signed by all the partners of partnership firm and copy of partnership deed shall be submitted at Technical Bid stage, failing which bid will be treated as not responsive.
- (3) In case of Company, IP Agreement shall be signed by the authorized signatory accompanied by POA & Board Resolution.
- (4) In case of JV/Consortium, IP Agreement shall be signed by all the partners/members of JV/Consortium.

The details of Independent External Monitors (IEM) are:

- 1) Shri Amiya Kumar Mohapatra, IFoS (Retd.),
Qrs. No. 5/9, Unit-9, Bhoi Nagar,
Bhubaneswar - 751022
Phone No: 9437002530
Email id: amiyaifs@gmail.com
- 2) Dr. Gopal Dhawan, Ex-CMD, MECL
House No. 120, Jal Shakti Vihar
(NHPC Society) P4, Builders Area
Greater Noida Gautam Budh Nagar
Uttar Pradesh – 201315
Mobile No. 8007771467
Email id: gdhawangeologist@gmail.com

SECTION III

APPENDIX TO INSTRUCTIONS TO BIDDERS (ITB)

3.1 GENERAL PROVISIONS:

- 3.1.1 Scope of Appendix
 - 3.1.1.1 This Appendix forms an integral part of the Tender Document and shall be read in conjunction with Section II – Instructions to Bidders (ITB).
 - 3.1.1.2 The provisions contained herein supplement and/or modify the corresponding provisions of the ITB.
 - 3.1.1.3 In case of any inconsistency between this Appendix and the ITB, the provisions of this Appendix shall prevail.

3.2 DEFINITIONS AND INTERPRETATION

- 3.2.1 Definitions
 - 3.2.1.1 Terms used in this Appendix shall have the same meaning as assigned to them in the ITB unless otherwise specified.
- 3.2.2 Interpretation
 - 3.2.2.1 Words importing singular shall include plural and vice versa.
 - 3.2.2.2 Headings are for convenience only and shall not affect interpretation.
 - 3.2.2.3 Order of precedence of documents shall be as per the Contract Agreement.

3.3 TYPE OF CONTRACT

- 3.3.1 Applicable Contract Type
 - 3.3.1.1 The type of contract shall be as specified in the Notice Inviting Tender (NIT) / Special Conditions of Contract (SCC).
 - 3.3.1.2 Relevant provisions of ITB Clause 2.1 shall apply.

3.4 MODE OF PROCUREMENT

- 3.4.1 Applicable Mode
 - 3.4.1.1 Procurement shall be through Domestic Open Tender.
 - 3.4.1.2 Bidding shall be conducted in Indian Rupees (INR) only.
 - 3.4.1.3 Relevant provisions of ITB Clause 2.2 shall apply.

3.5 PRE-QUALIFICATION CRITERIA

- 3.5.1 General

- 3.5.1.1 Bidders shall comply with the Pre-Qualification Criteria specified in the ITB and NIT.
- 3.5.2 Work Experience
 - 3.5.2.1 Work experience shall be evaluated as per ITB provisions.
- 3.5.3 Financial Capability
 - 3.5.3.1 Financial capability shall be evaluated based on audited financial statements.
- 3.5.4 Joint Venture (JV)
 - 3.5.4.1 Joint Venture participation shall be governed by ITB provisions.
 - 3.5.4.2 All partners shall be jointly and severally liable.
- 3.5.5 Disqualification
 - 3.5.5.1 Disqualification criteria as specified in ITB shall apply.

3.6 LEGAL FRAMEWORK

- 3.6.1 Governing Laws
 - 3.6.1.1 The contract shall be governed by applicable laws as specified in ITB.
- 3.6.2 Law of Agency
 - 3.6.2.1 The provisions of Sections 182 to 238 of the Indian Contract Act, 1872 relating to agency shall apply only to the extent relevant to the execution of the Contract.
 - 3.6.2.2 The Contractor shall be deemed to be an independent contractor and not a general agent of the Employer.
 - 3.6.2.3 Notwithstanding the above, for limited purposes such as compliance with applicable labour laws, statutory obligations, and site execution activities, the Contractor may be treated as acting on behalf of the Employer to the extent required under law.
 - 3.6.2.4 The Contractor shall be solely responsible for compliance with all applicable laws, including labour, safety, and environmental regulations, and shall indemnify the Employer against any claims, liabilities, or penalties arising out of non-compliance.
 - 3.6.2.5 Nothing contained herein shall be construed to create a relationship of employer–employee or general principal–agent beyond the limited scope stated above.

3.7 E-TENDERING

- 3.7.1 Mode of Submission
 - 3.7.1.1 Bids shall be submitted electronically through the e-procurement portal only.
 - 3.7.1.2 Offline bids shall not be accepted.

3.8 AMENDMENT AND CORRIGENDUM

- 3.8.1 Amendment
 - 3.8.1.1 Amendments shall be issued through corrigendum.
 - 3.8.1.2 Corrigendum shall form part of the Tender Document.
- 3.8.2 Extension of Deadline
 - 3.8.2.1 Deadline may be extended as per ITB provisions.

3.9 COST OF TENDER DOCUMENT

- 3.9.1 Tender Fee
 - 3.9.1.1 Tender fee shall be as specified in the NIT.
 - 3.9.1.2 Tender fee shall be non-refundable.

3.10 ELIGIBILITY OF BIDDERS

- 3.10.1 General Eligibility
 - 3.10.1.1 Bidders must meet eligibility criteria specified in ITB.
- 3.10.2 Statutory Requirements
 - 3.10.2.1 Bidders shall possess valid PAN, GST, EPF, and ESI registrations.
- 3.10.3 Conflict of Interest
 - 3.10.3.1 Bidders shall not have conflict of interest as per ITB provisions.

3.11 PRE-BID MEETING

- 3.11.1 Conduct of Meeting
 - 3.11.1.1 Pre-bid meeting shall be conducted as per NIT.
 - 3.11.1.2 Minutes shall be published on the portal.

3.12 SITE VISIT

- 3.12.1 Inspection of Site
 - 3.12.1.1 Bidder may visit the site at their own cost and risk.
 - 3.12.1.2 No claim shall be entertained later on account of site conditions.

3.13 CLARIFICATION OF TENDER DOCUMENTS

- 3.13.1 Queries
 - 3.13.1.1 Clarifications shall be sought in writing only.
 - 3.13.1.2 Replies shall be published on the portal.

3.14 BIDDER'S RESPONSIBILITY

- 3.14.1 General Obligations
- 3.14.1.1 Bidders shall not attempt to influence the tender process.
- 3.14.1.2 All submissions shall be true and correct.

3.15 PREPARATION OF BIDS

- 3.15.1 Language
- 3.15.1.1 All documents shall be in English.
- 3.15.2 Bid Price
- 3.15.2.1 Prices shall include all costs except GST.
- 3.15.3 Bid Validity
- 3.15.3.1 Bid validity shall be as specified in NIT.

3.16 TENDER FEE/ BID SECURITY (EMD)

- 3.16.1 Requirement
- 3.16.1.1 Bidder shall furnish EMD as specified in NIT.
- 3.16.2 Exemption
- 3.16.2.1 Exemption shall apply to eligible MSEs and Startups.
- 3.16.3 Forfeiture
- 3.16.3.1 EMD shall be forfeited as per ITB provisions.

3.17 DOCUMENTS COMPRISING BID

- 3.17.1 Technical Bid
- 3.17.1.1 Shall include all PQ and technical documents.
- 3.17.2 Financial Bid
- 3.17.2.1 Shall include Price Schedule only.

3.18 SUBMISSION OF BIDS

- 3.18.1 Mode
- 3.18.1.1 Bids shall be submitted online only.
- 3.18.2 Modification / Withdrawal
- 3.18.2.1 Allowed only before deadline.

3.19 BID OPENING

- 3.19.1 Procedure
- 3.19.1.1 Bids shall be opened as per ITB provisions.

3.20 EVALUATION OF BIDS

3.20.1 Technical Evaluation

3.20.1.1 Technical bids shall be evaluated first.

3.20.2 Financial Evaluation

3.20.2.1 Financial bids shall be evaluated on L1 basis.

3.20.3 Clarifications

3.20.3.1 Clarifications may be sought without altering bid substance.

3.21 AWARD OF CONTRACT

3.21.1 Letter of Acceptance

3.21.1.1 LoA shall be issued to successful bidder.

3.21.2 Signing of Contract

3.21.2.1 Contract shall be executed within stipulated time.

3.22 PERFORMANCE SECURITY

3.22.1 Requirement

3.22.1.1 Successful bidder shall furnish Performance Security of 5% of Contract Price.

3.22.2 Validity

3.22.2.1 Validity shall cover contract period and DLP

3.23 RETENTION MONEY

3.23.1 Deduction

3.23.1.1 Retention money shall be deducted as per ITB provisions.

3.24 CORRUPT AND FRAUDULENT PRACTICES

3.24.1 Provisions

3.24.1.1 Corrupt and fraudulent practices are strictly prohibited.

3.24.1.2 Action shall be taken as per ITB provisions.

3.25 PREFERENTIAL PROCUREMENT POLICIES

3.25.1 Applicable Policies

3.25.1.1 Make in India Policy

3.25.1.2 Land Border Restrictions

3.26 INTEGRITY PACT

3.26.1 Requirement

3.26.1.1 Integrity Pact shall be mandatory.

3.27 SPECIAL PROJECT CONDITIONS

3.27.1 Project-Specific Data Sheet

- Project Location: Deendayal Port Authority, Kandla.
- Completion Period:
 - Part A: 08 months from the date of issue of Work Order.
 - Part B: (1) Gaurantee Period of 02 years from successful completion of the Project work with Operation. (2) Comprehensive Operation & Maintenance Contract of 08 years after expiry of guarantee period of 02 years.
- Performance Security Deposit or Performance Guarantee : As per Clause No. 5.4 of Section V (SCC).
- Liquidated Damages: As per Clause No. 5.5 of Section V (SCC).
- Payment Terms: As per Clause No. 5.6 of Section V (SCC).
- Penalty Terms: As per Clause No. 5.7 of Section V (SCC).
- Defect Liability Period: As per Clause No. 5.8 of Section V (SCC).

3.28 CHECKLIST FOR RESPONSIVENESS

3.28.1 Mandatory Requirements

- Submission of TENDER FEE & EMD
- Documents in case of exemption of TENDER FEE & EMD
- PQ Documents
- Signed Forms
- Technical documents if any
- No price in technical bid

3.29 DISCLAIMER

3.29.1 Rights of Employer

3.29.1.1 Employer reserves the right to accept or reject any bid.

3.29.1.2 Employer may cancel the tender without assigning reasons.

SECTION-IV

GENERAL CONDITIONS OF CONTRACT

4.1 GENERAL PROVISIONS:

4.1.1 Definitions:

In the General Conditions of Contract ("these Conditions"), which include Particular Conditions and in these General Conditions, the following words and expressions shall have the meanings hereby assigned to them, except where the context requires otherwise.

a) **The Contract:**

- i) **“Contract”** (Procurement Contract', 'Purchase Order', 'Supply Order', 'Withdrawal Order', 'Work Order', 'Consultancy Contract', 'Contract for Services', 'Rate Contract', 'Framework Agreement', 'Letter of Award – LoA' (letter or memorandum communicating to the contractor the acceptance of his bid), 'Agreement', 'Repeat Order', or a 'formal agreement'), means a formal legal agreement in writing relating to the subject matter of Procurement, entered into between the DPA and the supplier, service provider or contractor on mutually acceptable terms and conditions and which are in compliance with all the relevant provisions of the laws of the country.
- ii) **“Letter of Award”** ('Letter of Intent' or 'Letter of Acceptance' or 'Notification of Award') means the letter or memorandum communicating to the contractor the acceptance of his bid for award of the contract.
- iii) **“Specification”** means the document entitled specification, as included in the Contract, and any additions and modifications to the specification in accordance with the Contract. Such a document specifies the work. It describes inputs, processes, tests and mode of measurement for each kind of work executed.
- iv) **“Drawings”** means the drawings of the Works, as included in the Contract, and any additional and modified drawings issued by (or on behalf of) the Employer in accordance with the Contract.
- v) **“Bill of Quantities”** (including the term Price Schedule or BOQ) means the priced and completed Bill of Quantities forming part of the bid.
- vi) **“Tender/Bid”** (including terms offers, quotations or proposals in certain contexts) means an offer to supply of goods, services, or execution of works made in accordance with the terms and conditions set out in the bid document inviting such offers.
- vii) **“Tender Document”** means the document (including all its sections, appendices, forms, formats, etc. and various terms prevalent for such documents) published by the Procuring Entity to invite bids in a Tender Process. The Tender Document and Tender Process may be generically called 'Tender' or 'Tender Enquiry', which would be evident from context without ambiguity.

b) **Parties and Persons:**

- i) **“Parties”**: The parties to the contract are the "Contractor" and the DPA.
- ii) **“Procuring Authority / Employer/ Purchaser” (“Board”)** means the Board of Deendayal Port Authority and assigns, acting through its chairperson or any other Officer so nominated by the Board.
- iii) **“Contractor”** (‘Supplier’ or ‘Service Provider’ or ‘Firm’ or ‘Vendor’ or ‘Manufacturer’ or ‘Successful Bidder’) means the person, firm, or company, including a consortium (that is, an association of several persons or firms or companies - Joint Venture/ consortium) with whom the contract is entered into and shall be deemed to include the contractor's successors (approved by the DPA), agents, subcontractor, representatives, heirs, executors, and administrators as the case may be unless excluded by the terms of the contract.
- iv) **“Engineer”** means the Chief Mechanical Engineer, DPA, or any other Officer nominated by Chairperson, DPA.
- v) **“Employer's Personnel”** means the Engineer, his representative and all other staff, and other employees of the Employer; and any other personnel notified to the Contractor, by the Employer or the Engineer, as Employer's Personnel.
- vi) **“Contractor's Personnel”** means the Contractor's Representative and all personnel whom the Contractor utilizes on Site, who may include the staff, labour and other employees of the Contractor and of each Subcontractor; and any other personnel assisting the Contractor in the execution of the works.
- vii) **“Contractor's Representative”** means the person named by the Contractor in the Contract or appointed from time to time by the Contractor under **Sub-Clause 4.4.2 [Contractor’s Representative]**, who acts on behalf of the Contractor.
- viii) **“Engineer’s Representative”** means any Representative(s) of the Engineer, the assistants referred to in **Sub-Clause 4.3.3 [Delegation by the Engineer]** whose authority shall be notified in writing to the Contractor by the Engineer.
- ix) **“Sub-contractor”** means any person / firm named in the Contract as a subcontractor, or any person / firm appointed as a subcontractor, for a part of the Works; and the legal successors in title to each of these persons.

c) **Money & Payments:**

- i) **“Contract Value”** (or Contract Price) means the full and final monetary amount that the DPA is obligated to pay to the contractor under the terms of the contract, ensuring that no additional costs are incurred beyond the agreed sum. It is an all-inclusive figure that covers the base price of the goods, services, or works being procured, along with all applicable taxes, duties and surcharges, (excluding Goods and Services Tax – GST), custom duties, freight, transportation, installation, commissioning, warranties, maintenance, and any other incidental charges; For the purpose of calculation of Liquidated Damages (LD) and other recoveries, the Contract Price shall **exclude GST**.

- ii) **“Executed value”** means the price defined in **Sub-Clause 4.14.3** and includes adjustments in accordance with the Contract.
- iii) **“Currency”** means Rupees in which part (or all) of the Contract Price is payable.
- iv) **“Performance Security”** means the security (or securities, if any) under **Clause 2.27.1 of ITB [Performance Security]**.
- d) **Dates, Periods and Completion:**
 - i) **“Commencement Date”** means the date notified under **Sub-Clause 4.8.1 [Commencement of Work]**.
 - ii) "Time for Completion" means the time for completing the Works or a Section (as the case may be) under **Sub-Clause 4.8.2 [Time of Completion / Period of Contract]**, as stated in NIT/ Special Condition of Contract / Scope of Work / LOA (with any extension under **Sub- Clause 4.8.5 [Extension of Time]**), calculated from the Commencement Date.
 - iii) **“Acceptance”** means as defined under **Clause 4.10 [Acceptance]**.
 - iv) "Completion Certificate" means the certificate issued under **Clause 4.10 [Acceptance]**.
 - v) **“Warranty Period”** means the period as mentioned under **Sub-Clause 4.10.2**.
 - vi) "Day" means a calendar day of 24 hours from midnight to the next midnight irrespective of the number of hours worked in that day.
 - vii) **“Week”** means, seven days without regard to the number of hours worked in any day in the week.
 - viii) **“Month”** means, month according to Gregorian calendar.
 - ix) "Year" means 365 days.
- e) **Works & Goods:**
 - i) **“Contractor's Equipment”** means all apparatus, machinery, vehicles and other things required for the execution and completion of the works and the remedying of any defects. However, Contractor's Equipment excludes Temporary Works, Employer's Equipment (if any), Plant, Materials and any other things intended to form part of the Permanent Works.
 - ii) **“Permanent Works”** means the permanent work to be executed and /or maintained by the Contractor under the Contract.
 - iii) **“Plant & equipment”** means the apparatus, machinery and vehicles intended to form or forming part of the Permanent Works.
 - iv) **“Materials”** means things of all kinds (other than Plant & equipment) intended to form or forming part of the Permanent Works, including the supply-only materials (if any) to be supplied by the Contractor under the Contract.
 - v) **“Temporary Works”** means all temporary works of every kind (other than contractor's Equipment) required on Site for the execution and completion of the Permanent Works

and the remedying of any defects.

- vi) **"Works"** refer to any activity with a tangible and physical output sufficient in itself to fulfil an economic or technical function involving construction, fabrication, repair, overhaul, renovation, decoration, installation, erection, excavation, dredging, and so on, which make use of a combination of one or more of engineering design, architectural design, material and technology, labour, machinery, and equipment. Supply of some materials or certain services may be incidental or consequential to and part of such works. The term "Works" includes:
 - a) civil works for roads, railways, airports, shipping ports, bridges, buildings, irrigation systems, water supply, sewerage facilities, dams, tunnels, and earthworks; and so on, and
 - b) mechanical and electrical works involving fabrication, installation, erection, repair, and maintenance of a mechanical or electrical nature relating to machinery and plants.
- vii) **"Section"** means a part of the Works.
- viii) **"Goods"** ('Stores', Item(s) or 'Material(s)') includes all articles, materials, commodities, livestock, medicines, furniture, fixtures, raw materials, consumables, spare parts, instruments, hardware, machinery, equipment, industrial plant, vehicles, aircraft, ships, railway rolling stock, assemblies, sub-assemblies, accessories, a group of machines comprising an integrated production process or intangible products (e.g. technology transfer, licenses, patents, software or other intellectual properties) but excludes books, publications, periodicals, etc., for a library, procured or otherwise acquired by a procuring entity. Procurement of goods may include certain small work or some services that are incidental or consequential to the supply of such goods, such as transportation, insurance, installation, commissioning, training, and maintenance;
- f) **Other Definitions:**
 - i) **"Contractor's Documents"** means the calculations, computer programs and other software, drawings, manuals, models and other documents of a technical nature (if any) supplied by the Contractor under the Contract.
 - ii) **"Employer's Equipment"** means the apparatus, machinery and vehicles (if any) made available by the Employer for the use of the Contractor in the execution of the Works, as stated in the specification; but does not include Plant which has not been taken over by the Employer.
 - iii) **"Force Majeure"** is defined as in **Clause 4.8.4 [Force Majeure (FM) Clause]**. Force Majeure events shall be treated as excusable delays under **Clause 4.8.5 [Extension of Time]**."
 - iv) **"Laws"** means all national (or state) legislation, statutes, ordinances and other laws, and regulations and by-laws of any legally constituted public authority.
 - v) **"Site"** means the locations /places/lands where the Permanent Works are to be executed and to which Plant and materials are to be delivered or services to be provided or works to be executed and any other places as may be specified in the Contract as forming part of the Site.

- vi) **"Variation"** means any change to the Works, which is instructed or approved as a variation under **Clause 4.12 [Variations]**.

4.1.2 Interpretations:

In the Contract, except where the context requires otherwise:

- (a) words indicating one gender include all genders.
- (b) words indicating the singular also include the plural and words indicating the plural also include the singular.
- (c) provisions including the word "agree", "agreed" or "agreement" require the agreement to be recorded in writing, and
- (d) "written" or "in writing" means hand-written, printed, or electronically made, and resulting in a permanent record.
- (e) the marginal words and other headings shall not be taken into consideration in the interpretation of these Conditions.

4.1.3 Communications:

Wherever these Conditions provide for giving or issuing of approvals, certificates, consents, determinations, notices and requests, these communications shall be:

- (a) in writing and delivered by hand (against receipt), sent by mail or courier, or speed post.
- (b) delivered, sent or transmitted to the address for the recipient's communications.

4.1.4 Law, Language and Jurisdiction:

The language for communications shall be in English. The contract shall be governed by and constructed according to the laws in force in India. All disputes shall be subjected to exclusive jurisdiction of the courts at Gandhidham only for the purpose of actions and proceedings arising out of this contract.

4.1.5 General Conditions of Contract (GCC) and Special Conditions of Contract (SCC):

- a) The General Conditions of Contract (GCC) are the standard terms and conditions governing the contract from the date of award until completion, including performance obligations and dispute resolution.
- b) The GCC shall remain a standard document.
- c) Any project-specific requirements, deviations, or additional conditions are specified in the Special Conditions of Contract (SCC).
- d) Any modification to the GCC is effected in SCC by clearly stating the relevant clause(s) of GCC being modified, deleted, or substituted.
- e) In case of any inconsistency between the GCC and SCC, the provisions of the SCC shall prevail.
- f) "In case of ambiguity, interpretation shall be made in line with applicable procurement guidelines and principles of fairness and equity."

4.1.6 Assignment:

The Contractor shall not assign the whole or any part of the work to any other Party/Firm/Individual without prior written consent of the Employer.

4.1.7 Care and Supply of Documents:

The Contractor shall keep on the Site, a copy of the Contract, the Contractor's Documents (if any), the Drawings and Variations and other communications given under the Contract. The Employer's Personnel shall have the right to access all these documents at all reasonable times.

4.1.8 Contractor's use of Employer's Documents:

As between the Parties, the Employer shall retain the copyright and other intellectual property rights in the Specification, the Drawings and other documents made by (or on behalf of) the Employer. The Contractor may, at his cost, copy, use, and obtain communication of these documents for the purposes of the Contract. They shall not, without the Employer's consent, be copied, used or communicated to a third party by the Contractor, except as necessary for the purposes of the Contract.

4.1.9 Confidential Details:

The Contractor shall disclose all such confidential and other information as the Engineer may reasonably require in order to verify the Contractor's compliance with the Contract.

4.1.10 Compliance with Laws, Statutes & Regulations:

The Contractor shall, in performing the Contract, comply in all respect with applicable Laws, Statutes and Regulations including clearance from State / Central Govt. Authorities, Pollution Control Boards, labour enforcement and local authorities. The Contractor shall indemnify and hold the Employer harmless against and from the consequences of any failure to do so.

4.1.11 Details to be Confidential:

The Contractor shall treat the details of the contract as private and confidential, except to the extent necessary to carry out obligations under it or to comply with applicable laws. The Contractor shall not publish, permit to be published or disclose any particulars of the works in any trade or technical paper or elsewhere without the previous agreement of the Employer.

4.2 THE EMPLOYER:

4.2.1 Right of Access to the Site:

The Employer shall give the Contractor right of access to, and possession of, all parts of the Site within the time (or times) stated in the Contract. If no such time is stated in the Contract, the Employer shall give the Contractor the right to access the Site within such times as may be required to enable the Contractor to proceed in accordance with the time schedule (bar chart) submitted under **Sub-Clause 4.8.3 [Work Program / Time Schedule/ Bar Chart]**.

If the Contractor suffers delay as a result of a failure by the Employer to give any such right or possession within such time, the Contractor shall give notice to the Engineer within 30 (thirty) days from end of such time or period and shall be entitled to:

- a) an extension of time for any such delay, if completion is or will be delayed, under **Sub- Clause 4.8.5 [Extension of Time]**.

However, if and to the extent that the Employer's failure was caused by any error or delay by the Contractor, including an error in, or delay in the submission of, any of the Contractor's Documents, the Contractor shall not be entitled to such extension of time.

4.2.2 Permits, Licenses or Approvals:

The Employer shall (where he is in a position to do so) provide administrative support to the Contractor at the request of the Contractor:

- a) by obtaining copies of the Laws of the Country which are relevant to the Contract but are not readily available, and
- b) for the Contractor's applications for any permits, Licenses or approvals required by the Laws of the Country for execution of work under the Contract:
 - i) which the Contractor is required to obtain.
 - ii) for the delivery of Goods, including clearance through customs, and for the export of Contractors Equipment when it is removed from the Site.
 - iii) which the Contractor is required to obtain under the Contract

4.2.3 Employer's Claims:

If the Employer considers himself to be entitled to any payment (claim) under any Clause of these Conditions or otherwise in connection with the Contract, and/or to any extension of the Defects Liability Period, the Employer or the Engineer shall give notice and particulars to the Contractor.

The notice shall be given as soon as practicable after the Employer became aware of the event or circumstances, giving rise to the claim. A notice relating to any extension of the Defects Liability Period shall be given before the expiry of such period.

The particulars shall specify the Clause or other basis of the claim and shall include substantiation of the amount and/or extension to which the Employer considers himself to be entitled in connection with the Contract. The claim amount shall be considered as a deduction in the Contract Price.

4.3 ENGINEER AND ENGINEER'S REPRESENTATIVE:

4.3.1 The Engineer shall carry out such duties in issuing decision, certificates and orders as are specified in the contract. The Engineer's Representative shall be responsible to the Engineer and be the Engineer or its representative(s) of the work.

4.3.2 The Engineer shall act on behalf of the Employer (DPA). However, all final decisions relating to contractual, financial, and legal matters shall vest with the Employer.

4.3.3 Delegation by Engineer:

The duties of the Engineer's Representative are to watch and supervise the work and to test and examine any materials to be used or workmanship employed in connection with the works. He shall have no authority to relieve the Contractor or any of his duties or obligations under the contract nor except as expressly provided hereunder or elsewhere in the contract to order any work involving delay or any extra payment by the Employer nor to make any variation of or in the works.

Any written instructions or approval given by the Engineer's Representative to the Contractor within the terms of such delegation (but not otherwise) shall bind the Contractor and the Employer as though it had been given by the Engineer provided, however, that.

- a) Failure of the Engineer's Representative to disapprove any work or materials shall not prejudice the power of the Engineer thereafter to disapprove such work or materials and to order the pulling down, removal or breaking up thereof.
- b) If the Contractor shall be dissatisfied by reason of any decision of the Engineer's Representative, he shall be entitled to refer the matter to the Engineer who shall thereupon confirm, reverse or vary such decision.

4.4 THE CONTRACTOR'S OBLIGATIONS:

4.4.1 Contractor's General Obligations:

The Contractor shall design (to the extent specified in the contract) if stipulated in the Contract, execute and complete the Works in accordance with the Contract and with the Engineer's instructions, and shall remedy any defects in the Works.

The Contractor shall provide the Plant & equipment, materials and Contractor's Documents specified in the contract, and all Contractor's Personnel, Goods, consumables and other things and services, whether of a temporary or permanent nature, required in and for this design, execution, completion and remedying of defects.

All the material and equipment offered and used in the execution of the work shall be suitable for sustained service in a marine atmosphere and in the local environment condition.

The Contractor shall be responsible for the adequacy, stability, and safety of all Site operations and of all methods of construction. The Contractor shall, in consideration of payments to be made to him as hereinafter provided, execute and do the Works set forth as described in the Scope of Work and specifications, including any amendments to tender clauses.

The Contractor shall exercise all reasonable care and diligence in the discharge of all technical, professional and Contractual duties to be performed by them under this Contract as specified in the Scope of Work within the Time for Completion and provide all labour, including the supervision and security thereof, Contractor's Equipment necessary thereof and for carrying out his obligation, so far as the necessity for providing the same is specified in or is reasonable to be inferred from the Contract. The Contractor

shall be fully responsible to Employer for proper, efficient, and effective discharge of their duties.

The Contractor shall, whenever required by the Engineer, submit details of the arrangements and methods, which the Contractor proposes to adopt for the execution of the Works. No significant alteration to these arrangements and methods shall be made without this having previously been notified to the Engineer.

If the Contract specifies that the Contractor shall design any part of the Permanent Works, then.

- a) the Contractor shall submit to the Engineer the Contractor's Documents for this part in accordance with the procedures specified in the Contract.
- b) These Contractor's Documents shall be in accordance with the Specification and Drawings and shall include additional information if required by the Engineer to add to the Drawings.
- c) the Contractor shall be responsible for this part, and it shall, when the Works are completed, be fit for such purposes for which the part is intended as are specified in the Contract.

4.4.2 Contractor's Representative:

The Contractor shall appoint the Contractor's Representative and shall give him all authority necessary to act on the Contractor's behalf under the Contract. The Contractor shall submit the name and particulars of the representative prior to commencement of work.

4.4.3 Assignment and Subcontracting:

The Contractor shall not, assign the contract or any part thereof or any benefit or interest therein or there under without the prior written approval of the Employer (DPA), based on recommendation of the Engineer.

The Contractor shall not sub-contract the whole of the works. Except otherwise provided by the Contract, the Contractor shall not sub-contract any part of the Works without the prior written consent of the Engineer and such consent if given shall not relieve the Contractor from any liability or obligation under the Contract and he shall be responsible for the facts, defaults and neglects of any sub-Contractor, his agents, servants or workmen fully as if they were the acts, defaults or neglects of the Contractor.

In the event of the Contractor contravening this condition, Employer shall be entitled to terminate the Contract in accordance with termination provisions of this Contract and award a fresh Contract to some other party at risk and cost of the Contractor who shall be liable for any loss or damage which Employer may sustain in consequence arising out of such replacement of the Contractor. In such a case, the performance security deposit shall be forfeited.

4.4.4 Cooperation:

The Contractor shall, as specified in the Contract or as instructed by the Engineer, allow

appropriate opportunities for carrying out work to:

- a) the Employer's Personnel,
- b) any other contractors / PMC / 3rd party Inspecting Agency employed by the Employer, and
- c) the personnel of any legally constituted public authorities,

who may be employed in the execution on or near the Site of any work not included in the Contract.

4.4.5 Setting Out:

The Contractor shall set out the Works in relation to original points, lines and levels of reference specified in the Contract or notified by the Engineer. The Contractor shall be responsible for the correct positioning of all parts of the Works, and shall rectify any error in the positions, levels, dimensions or alignment of the Works.

4.4.6 Safety Procedures:

The Contractor shall:

- a) comply with all applicable safety regulations,
- b) Take care for the safety of all persons entitled to be on the Site,
- c) use reasonable efforts to keep the Site and Works clear of unnecessary obstruction so as to avoid danger to these persons,
- d) provide fencing, lighting, guarding, and watching & warding of the Works until completion and taking over under **Clause 4.10 [Acceptance]**, and
- e) provide any Temporary Works (including roadways, footways, guards and fences), which may be necessary, because of the execution of the Works, for the use and protection of the public and of owners and occupiers of adjacent land.

4.4.7 Site Data:

The Employer shall have made available to the Contractor for his information, all relevant data if available in the Employer's possession on conditions at the Site, including environmental aspects. The Contractor shall be responsible for interpreting all such data.

The Contractor shall be deemed to have obtained all necessary information as to risks, contingencies and other circumstances which may influence or the Tender or Works. To the same extent, the Contractor shall be deemed to have inspected and examined the Site, its surroundings, the above data and other available information, and to have been satisfied before submitting the Tender as to all relevant matters, including (without limitation):

- a) the form and nature of the Site, including sub-surface conditions,
- b) hydrological and climatic conditions,
- c) the extent and nature of the work/service and Goods necessary for the execution

- and completion of the Works and the remedying of any defects,
- d) the Laws, procedures, and labour practices of the State / Country, and
 - e) the Contractor's requirements for access, accommodation, facilities, personnel, power, transport, water and other services.

4.4.8 Sufficiency of the Accepted Contract Amount:

Unless otherwise stated in the Contract, the Accepted Contract Amount / Contract Price covers all the Contractor's obligations under the Contract (including those under Provisional Sums; If any) and all things necessary for the proper execution and completion of the Works.

4.4.9 Rights of Way and Facilities:

The Contractor shall bear all costs and charges for special and/or temporary rights of-way which he may require, including those for access to the Site. The Contractor shall also obtain, at his risk and cost, any additional facilities outside the Site, which he may require for the purposes of the Works.

4.4.10 Transport of Goods:

Unless otherwise stated in the Particular Conditions:

- a) The contractor shall give the Engineer not less than 07 days' notice of the date on which any Plant or a major item of other Goods will be delivered to the Site.
- b) the Contractor shall be responsible for packing, loading, transporting, receiving, unloading, storing and protecting all Goods and other things required for the Works; and
- c) the Contractor shall indemnify and hold the Employer harmless against and from all damages, losses and expenses (including legal fees and expenses) resulting from the transport of goods and shall negotiate and pay all claims arising from their transport.

4.4.11 Contractor's equipment:

The Contractor shall be responsible for all Contractor's equipment. When brought on to the Site, Contractor's equipment shall be deemed to be exclusively intended for the execution of the Works and shall be retained at the site till the completion of the work. The Contractor shall not remove from the Site any major items of Contractor's equipment without the consent of the Engineer. However, consent shall not be required for vehicle transporting Goods or Contractor's Personnel off Site.

4.4.12 Protection of the Environment:

The Contractor shall take all reasonable steps to protect the environment (both on and off the Site) and to limit damage and nuisance to people and property resulting from pollution, noise and other results of his operations.

The Contractor shall ensure that emissions, surface discharges and effluence from the Contractor's activities shall not exceed the values indicated in the Specification and shall

not exceed the values prescribed by applicable Laws.

4.4.13 Site Facilities:

Facilities Supplied by the Contractor:

The Contractor shall supply all services, amenities, temporary structures including security fencing if required and storage compounds if required, machinery, temporary sheds and construction equipment necessary for the proper execution of the Works at Site at his cost except for the items specified below, which will be provided by the Employer.

Facilities Supplied by the Employer:

The Employer will make available to the Contractor the following services which will be charged at the prevailing rates.

a) Supply of land for Contractor's site establishment and lay down areas:

The above shall be made available at rates as given in the Scale of Rates as relevant and applicable subject to revision from time to time.

b) Construction Water / Drinking Water:

The Employer may provide a source for a reasonable quantity of construction water at one point adjacent to the Contractor's work area on a chargeable basis, if available. Any further reticulation to the Contractor's individual facilities shall be the Contractor's responsibility and cost. Similarly drinking water may be supplied on a chargeable basis, if available. However, all necessary arrangements like plumbing / installation of water meters etc. are to be made by the contractor. Water charges will have to be paid (adjusted from the contractor's bill) by the contractor against actual consumption recorded through water meters as per the prevailing rates subject to revision from time to time.

Note: If DPA is unable to provide construction water / drinking water the same will be arranged by the contractor at his own cost. Necessary meters should be installed by the contractor at its own cost.

c) Electric Power:

The Employer will provide a source of electric power at one point adjacent to the Contractor's work area. Any further reticulation to the Contractors' individual facilities shall be the Contractor's responsibility and cost.

The **Electricity consumption charges** [as per Port tariff] shall have to be paid by the Contractor immediately, on receipt of the bill from the office of Mechanical Engineering Department, Deendayal Port Authority. All payment on this account should be updated, otherwise the pending bill amount, along with late payment surcharge, will be recovered from the Contractor's bill(s).

The Employer does not guarantee the continuity of power supply in the event of power failure the contractor shall be required to make its own arrangements for the

provision of uninterrupted electric power.

Note: If DPA is unable to provide electricity and water the same will be arranged by the contractor at his own cost. Necessary meters should be installed by the contractor at its own cost.

4.4.14 Records to be maintained:

The Contractor shall maintain site account of materials, including the departmental supply, clearly indicating relevant information such as description of the material, source, date of delivery at site, date of consumption at site. The Contractor shall forward a copy of monthly site account of materials to the Engineer in Charge at the end of every month. On completion of the work under the contract, the Contractor shall submit to the Engineer in Charge a copy of the site account of the materials from the date of commencement to date of acceptance. The Contractor shall also maintain hindrance register, site instructions register, complaint register and daily progress register and the EIC shall verify the registers as and when required and sign the same, duly recording his remarks.

4.4.15 Security of the Site:

Unless otherwise stated, authorized persons shall be limited to the Contractor's Personnel and the Employer's Personnel; and to any other personnel notified to the Contractor, by the Employer or the Engineer, as authorized personnel of the Employer's other contractors on the Site.

4.4.16 Contractor's Operations on Site:

The Contractor shall confine his operations to the Site, and to any additional areas, which may be obtained by the Contractor and agreed by the Engineer as working areas. The Contractor shall take all necessary precautions to keep Contractor's Equipment and Contractor's Personnel within the Site and these additional areas, and to keep them off adjacent land.

During the execution of the Works, the Contractor shall keep the Site free from all unnecessary obstruction and shall store or dispose of any Contractor's Equipment or surplus materials. The Contractor shall clear away and remove from the Site any wreckage, rubbish and Temporary Works, which are no longer, required. The Contractor shall clear away and remove, all Contractor's Equipment, surplus material if not handed over to the Employer as per the Contract. Contractors shall leave that part of the Site and the Works in a clean and safe condition. The Contractor shall at all reasonable times allow persons duly authorized by the Employer.

4.5 STAFF AND LABOUR:

4.5.1 Engagement of Staff and Labour:

The Contractor shall decide for the engagement of all staff and labour, local or otherwise, and for their payment, accommodation, feeding and transportation. Since time is the essence of this Contract, the requisite number of labour force has to be kept so as to complete work within the completion period as stipulated in the Contract.

4.5.2 Compliances of Regulations etc:

The Contractor shall, at all times during the continuance of the Contract, so far it may be necessary, comply with all existing enactments including central and state Legislation as well as an applicable Bye-Laws of any local authority regarding labour (Contractor's Personnel), particularly the Minimum Wages Act, Factories Act, Workmen's Compensation Act, Provident Fund and Miscellaneous Provisions Act, Family Pension Fund Act and Employees State Insurance Act, Contract Labour (Regulation and Abolition) Act, Payment of Wages Act, Maternity Benefit Act, National Festival Holiday Act, Shop and Establishment Act, The Apprentice Act and shall keep the Employer indemnified against any action that may be taken against him for the contravention of provisions of the above said enactments by the Contractor. The prices quoted by the Contractor in Bill of Quantities shall be deemed to include all expenses whatsoever the Contractor may be required to incur for compliance with the provisions of the above-mentioned legislation. The Contractor shall make necessary arrangements for the Employer to witness the payments made by the Contractor to his staff and labour and get the certificate from the Employer as required in terms of the regulations.

The Contractor shall cover all its workmen under EPF & ESI irrespective of the no. of workmen engaged in the work. The Contractor shall produce documentary evidence in support of the EPF & ESI coverage to its workers within 30 days of induction of contractual worker(s). This will also be applicable to the sub-contractor(s) appointed by the Contractor for the subject work.

The Contractor shall also comply apart from all the relevant labour Laws applicable to the Contractor's Personnel, Laws relating to their employment, health, safety, welfare, and emigration and shall allow them all their legal rights.

The Contractor shall require his employees to obey all applicable Laws, including those concerning safety at work.

4.5.3 Rates of Wages and Conditions of Labour:

The Contractor shall pay rates of wages and observe conditions of labour as per the provision of regulations, etc which are not lower than the minimum wages & conditions notified under any Central or State law as applicable to the Employer.

4.5.4 Persons in the Service of Employer:

The Contractor shall not recruit, or attempt to recruit, staff and labour from amongst the Employer's Personnel.

The Employer shall be at liberty to terminate the Contract if the Contractor himself or any of his partners / employees / staffs or any of his Directors who having held Class-I post with the Employer prior to his retirement has failed to obtain the Employer's specific permission to undertake any outside employment before the expiry of two years from the date of his retirement, in accordance with the regulations.

4.5.5 Facilities for Staff and Labor:

The Contractor shall provide and maintain all necessary facilities as applicable at site

for smooth execution of contract. Port entry permits for the contractor and their staff, materials, vehicles etc. for movement inside the Port area will be charged on a chargeable basis.

4.5.6 Health and Safety:

The Contractor shall at all times take all reasonable precautions to maintain the health and safety of the Contractor's Personnel. The Contractor shall maintain records and make Reports concerning health, safety and welfare of persons, and damage to property, as, the Engineer may reasonably require.

Safety Gears, PPEs, etc.

The Contractor shall be solely responsible, at his own cost to provide all safety gears including PPEs for all labours engaged and he shall also ensure the use of such safety items by his staff & labour at site.

In the event of failure on the part of the Contractor, the Employer shall provide the same and recover the cost thereof from any amount due or which may become due to the Contractor or from any amount lying with them or under their control.

4.5.7 Contractor's Superintendence:

a) The Contractor shall give or provide all necessary superintendence during the execution of the Works and as long thereafter as the Engineer may consider necessary for the proper fulfilling of the Contractor's obligations under the Contract. The Contractor, or his competent and authorized agent or Representative is to be constantly on the works and shall give his whole time to the superintendence of the same. Such authorized agent or Representative shall receive on behalf of the Contractor directions and instruction from the Engineer or the Engineer's Representative.

b) Epidemics:

In the event of any outbreak of illness or an epidemic nature, the Contractor shall comply with and carry out such regulations, orders and requirements as may be made by the Government or the local medical or sanitary authorities for the purpose of dealing with and overcoming the same.

4.5.8 Police verification of contract labour:

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

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

Contractor shall obtain such Police Clearance Certificate from Police available against a nominal fee per Certificate and they will submit this Certificate giving Work Order reference on it, to the Office of the Engineer in Charge of respective Divisions, to be

forwarded to Commandant, CISF which our Security Department along with request for issuance of Entry Passes.

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

- a) Submission of labour Reports by Every Month: The contractor shall submit, by the 8th and 23th of every month, to the Engineer or its representative(s) a true statement showing, in respect of the second half of the preceding month and the first half of the current month respectively.
 - a. The number of laborers employed by him on the work.
 - b. Their working hours.
 - c. The wages paid to them.
 - d. The accidents that occurred during the said fortnight showing the circumstances under which they happened and the extent of damage and injury caused by them, and
 - e. The number of female workers who have been allowed Maternity Benefit and the amount paid to them, failing which, the Contractor shall be liable to pay to Government a sum not exceeding ₹200/- for each default or materially incorrect statement. The decision of the Engineer or its representative(s) shall be final in deducting from any bill due to the contractor the amount levied as fine and be binding on the contractor.
- b) No labour below 18 Years: No labour below the age of 18 years shall be employed, in compliance with applicable labour laws

4.5.9 Contractor's Personnel:

The Contractor's Personnel shall be appropriately qualified, skilled, and experienced in their respective trades or occupations wherever required. The Contractor shall employ such skilled, semi-skilled labour as is necessary for proper, timely execution of work.

The Engineer may require the Contractor to remove (or cause to be removed) any person employed on the Site or Works, including the Contractor's Representative if applicable, who:

- a) persists in any misconduct or lack of care,
- b) carries out duties incompetently or negligently,
- c) fails to conform with any provisions of the Contract, or
- d) persists in any conduct, which is prejudicial to safety, health, or the protection of the environment.

If appropriate, the Contractor shall then appoint (or cause to be appointed) a suitable

replacement person.

4.5.10 Wage Records:

The Contractor shall maintain records of wages and other remuneration paid to his employees in such forms as may be convenient and to the requirements of the Engineer and conciliation officer, Central Ministry of Labour, Government of India or such other authorized persons appointed by the State Government. The Contractor shall also exhibit the different notices as required under the Minimum Wages Act, 1949, Payment of Wages Act, 1936 and other Acts, Rules and Regulations made there under from time to time.

4.5.11 Accidents:

The Contractor shall within 24 hours of the occurrence of any accident at or about the site or in connection with the execution of the work report such accidents to the Engineer /Engineer's Representative. The Contractor shall also report such accidents to the competent authorities to whom such report is required to be sent as per prevailing law.

4.5.12 Records of Contractor's Personnel and Equipment:

The Contractor shall submit if required, to the Engineer, details showing the number of each class of Contractor's Personnel and of each type of Contractor's Equipment on the Site. Details shall be submitted each calendar month, in a form approved by the Engineer, until the Contractor has completed all work.

4.5.13 Disorderly Conduct:

The Contractor shall at all times take all reasonable precautions to prevent any unlawful, riotous or disorderly conduct by or amongst the Contractor's Personnel, and to preserve peace and protection of persons and property on and near the Site.

4.5.14 Observance by Sub-Contractors:

The Contractor shall be responsible for observance by his Sub-Contractors of the foregoing provisions.

4.5.15 Remedial Action by the Employer:

If as a result of Contractor's failure, negligence, omission, default, or non-observance of any provisions of any laws, the Employer is called upon by any authority to pay or reimburse or required to pay or reimburse any amount, the Employer shall be entitled to deduct the same from any sums of money due or that they become due to the Contractor under this Contract or any other Contract or otherwise recover from the Contractor any sums which the Employer is required or called upon to pay or reimburse on behalf of the Contractor. All registration and statutory inspection fees in respect of his work pursuant to the Contract shall be paid by the Contractor.

4.6 CONTRACT ADMINISTRATION:

4.6.1 Contractor's Primary Responsibility for Execution:

The Contractor shall be solely and primarily responsible for the execution, completion, and maintenance of the Works in accordance with the provisions of the Contract. The Contractor shall ensure that the Works are carried out in conformity with the specifications, drawings, and instructions mentioned in the Contract and issued by Engineer or his representative, and shall complete the Works within the stipulated time, cost, and quality parameters.

4.6.2 Planning, Work Programme and Methodology:

The Contractor shall, within the time specified in the Contract, submit for approval a detailed Work Programme, Method Statements, and Quality Assurance Plan indicating the sequence and manner in which the Works are proposed to be executed. The Contractor shall periodically update such programme to reflect actual progress, variations, and revised schedules, and obtain necessary approvals from the Engineer.

4.6.3 Mobilization of Resources

The Contractor shall be responsible for timely mobilisation of all resources required for execution of the Works, including labour, materials, plant, machinery, and site infrastructure. The Contractor shall ensure that the resources committed at the time of bidding if any are deployed at site and are adequate for meeting the contractual milestones and completion schedule.

4.6.4 Deployment of Personnel and Equipment

The Contractor shall deploy qualified and experienced personnel, including key technical staff, and maintain adequate plant and equipment in good working condition throughout the execution of the Contract. Any substitution of key personnel shall be made only with prior approval of the Engineer and in accordance with the provisions of the Contract.

4.6.5 Materials and Quality Control

The Contractor shall ensure timely procurement and supply of all materials required for the Works. All materials shall conform to the specifications and shall be subject to prior approval of the Engineer wherever required. The Contractor shall carry out all necessary tests and quality checks in accordance with the Quality Assurance Plan and maintain proper records thereof.

4.6.6 Progress Reporting and Monitoring

The Contractor shall submit periodic progress reports, including monthly MIS reports, in the format prescribed in the Contract. Such reports shall include physical and financial progress, deployment of resources, quality control results, photographs/videos of the Works, and details of any delays, hindrances, or disputes. The Contractor shall participate in review meetings as required by the Engineer or DPA.

4.6.6.1 Structure of Progress Reports in case of Works value more than 10Crores.

The Contractor shall, for works of such value as specified in the Contract, submit monthly progress reports in a computerized format through a Management Information System (MIS), in such form and manner as may be prescribed by the Engineer / DPA.

The progress report shall, inter alia, include the following details:

- (i) **Project Information:** Brief particulars of the project, including key features of the Contract.
- (ii) **Introduction and Scope:** A concise description of the scope of work and major structural or functional components.
- (iii) **Construction Schedule:** A detailed schedule of various components of the Works, represented through bar charts or equivalent tools, indicating milestones, targeted activities, and progress achieved, including projections for the next specified period as agreed.
- (iv) **Progress Status:** Component-wise progress indicating planned versus achieved targets for the reporting period and cumulatively, along with reasons for deviations, if any, presented in tabular form.
- (v) **Plant and Machinery Statement:** Details of plant, machinery, and equipment deployed at site, including their operational status.
- (vi) **Manpower Statement:** Details of personnel deployed, including names, designations, and roles of key staff.
- (vii) **Financial Progress:** Summary of financial status, including gross value of work executed, advances received, recoveries made, amounts withheld, net payments received, and details of payments.
- (viii) **Contractual and Financial Instruments:** Details of extra and substituted items, payments received against them, status of Bank Guarantees (including validity), insurance policies, and advances received and adjusted.
- (ix) **Photographic Evidence:** Colour photographs of various components of the Works executed up to the reporting period, demonstrating actual physical progress.
- (x) **Quality Assurance and Control:** Details of quality assurance and quality control tests conducted during the period, along with results and compliance status.
- (xi) **Hindrances/Constraints:**
Details of any delays, obstructions, or constraints affecting progress, along with proposed mitigation measures.
- (xii) **Disputes:** Details of disputes, if any, arising during the execution of the Contract.

Review and Monitoring

The Contractor shall participate in **periodic progress review meetings**, which may be conducted on a monthly or fortnightly basis by the Engineer and/or DPA to assess progress and ensure adequate deployment of resources for timely completion of the Works.

4.6.7 Subcontracting

The Contractor may subcontract portions of the Works only with prior approval of the Employer (DPA), consistent with **Clause 4.4.3** and within the limits specified in the Contract. Notwithstanding such approval, the Contractor shall remain fully responsible

and liable for the acts, omissions, performance, and compliance of all subcontractors. Unauthorised subcontracting shall constitute a breach of Contract.

4.6.8 Safety, Health and Environmental Obligations

The Contractor shall be fully responsible for ensuring safety at the work site, including the safety of workers, the public, and third-party property. The Contractor shall comply with all applicable laws, regulations, and standards relating to safety, health, labour welfare, and environmental protection. Adequate safety measures, protective equipment, training, and supervision shall be provided at all times.

4.6.9 Statutory and Legal Compliance

The Contractor shall comply with all applicable laws, including labour laws, environmental regulations, and statutory requirements. The Contractor shall maintain all necessary records, registers, and returns and shall be solely responsible for any liabilities arising from non-compliance.

4.6.10 Performance Security and Financial Obligations

The Contractor shall maintain the Performance Security in the form and amount specified in the Contract throughout the currency of the Contract. The Contractor shall ensure adequate financial resources for execution of the Works and shall be responsible for all financial commitments related to the Contract.

4.6.11 Responsibility for Assets and Materials

Any materials, equipment, documents, or assets provided by the Engineer / DPA shall remain the property of the Procuring Entity and shall be used solely for the purposes of the Contract. The Contractor shall be responsible for their proper custody, use, and return in good condition, and shall be liable for any loss or damage.

4.6.12 Indemnity and Liability

The Contractor shall indemnify to the extent arising out of Contractor's acts, omissions, or negligence and hold harmless the DPA against any claims, damages, losses, or liabilities arising out of the execution of the Works, including those related to intellectual property rights, third-party claims, and statutory violations.

4.6.13 Insurance Indemnity and Liability

Insurance provisions are valuable risk management tools. The Contractor must ensure the following:

- a) The insurance policies are in place in accordance with the Contract.
- b) The coverages are adequate and within the thresholds specified in the Contract.
- c) The insurance policies contain the essential information such as coverage, duration, applicability, and so on.
- d) Due diligence is applied to checking the authenticity of the insurance document and payment of insurance premiums.

The Contractor must take insurances against vicarious liabilities that may arise for the Engineer / DPA i.e. under labour laws and workmen compensation.

Before commencing of execution of works the contractor shall insure against any damage, loss or injury which may occur to any property including that of the Employer or to any person including any employee of the Employer or arising out of the execution of the works in carrying out of the contract.

Minimum Amount of Insurance: Such Insurance shall be effected with an insurer for at least the awarded value of the contract and the contractor shall produce to the Engineers representative the policy or policies of insurance and receipts for payment of the current premiums, which is mandatory before admitting any bills for payment by Employer.

4.6.14 Provision of Site and Prerequisites

DPA shall endeavour to make available the site for execution of the Works and shall obtain, to the extent possible, the necessary land, clearances, and statutory approvals if coming under the scope of DPA required for commencement of the Works.

4.6.15 Approvals and Decisions

DPA shall provide approvals, instructions, and decisions as required under the Contract in a timely manner to facilitate smooth execution of the Works.

4.6.16 Payments and Financial Administration

DPA shall process and release payments to the Contractor in accordance with the terms of the Contract, subject to certification and verification by concerned officials of DPA and as per procedure in vogue.

4.6.17 Review and Coordination

DPA shall conduct periodic review meetings and facilitate coordination among stakeholders to ensure timely and quality completion of the Works.

4.6.18 Contract Amendments and Governance

Any amendment to the Contract shall be carried out in accordance with the provisions of the Contract and with due approvals of the Competent Authority. DPA shall ensure transparency, fairness, and compliance with applicable rules and procedures.

4.6.19 Principle of Responsibility Allocation

Notwithstanding the roles of the DPA in facilitating, supervising, and administering the Contract, the primary responsibility for execution, safety, quality, and timely completion of the Works shall rest with the Contractor. The DPA's role shall be limited to monitor, facilitation, and contract administration, and shall not relieve the Contractor of its contractual obligations.

4.7 PLANT, MATERIALS AND WORKMANSHIP:

4.7.1 Manner of Execution:

The Contractor shall, at his own costs and expenses, provide all labour, plant &

equipment, materials, stores, etc. required for efficiently carrying out and completing the work to the satisfaction of the Employer within the stipulated time period as per Scope of Work and Specifications.

All plant & equipment and materials and workmanship shall be of the respective kinds described in the Contract and in accordance with Engineer's instructions and shall be subjected to such tests specified in the Contract.

4.7.2 Quality Assurance:

The Quality Assurance Plan defines the methodology to be used to ensure quality of goods / services involved in the work. The Contractor shall prepare and submit a Quality Assurance Plan (QAP) detailing standard, specifications, inspection procedures, testing methods, frequency, and reporting mechanisms. The Contractor shall submit a quality assurance plan (QAP) for acceptance by the Engineer if specified in the Contract.

4.7.3 Inspection:

The Engineer or his designated Representative(s) shall at all reasonable times:

- a) have full access to Contractor or its sub-contractor(s) / its manufacturer(s) premises / work site where the Plant and Equipment are being manufactured or the facilities are being installed / executed, and
- b) During production, manufacturing, and construction (at the Site and elsewhere), be entitled to examine, inspect, measure and test the materials and workmanship, and to check the progress of manufacture of materials.

The Contractor shall give the Employer's Personnel full opportunity to carry out these activities, including providing access, facilities, permissions and safety equipment.

4.7.4 Test

The Contractor shall at its own expense carry out at the place of manufacture and / or on the Site all such tests of the Plant and Equipment and any part of the Work / Facilities as are specified in the Contract or as per approved QAP.

Unless otherwise specified,

- a) Works where supply of plant & equipment are not included in scope of Contractor, test & inspection shall be done by Engineer or his Representative on quality of workmanship of work.
- b) The contractor shall submit, if necessary, test guarantee certificates / internal inspection report / manufacturer certificates towards acceptance of plant equipment. Inspection of works at site shall be carried out on the basis of workmanship and performance tests.
- c) Works where supply of plant & equipment are included in scope of Contractor and if such tests are clearly intended by or provided for or inferred from the Contract or Specifications or Bill of Quantities, the test & inspection of all such specified plant & equipment / items shall be carried out at Contractor / sub- contractor(s) /

manufacturers' premises as per approved QAP. For the rest of the equipment / items, the Contractor shall submit test guarantee certificates/internal inspection report / manufacturer certificates. Tests & Inspection of works at site shall be carried out on the basis of workmanship and performance standards and as per approved QAP.

The Engineer or his designated representative(s) shall be entitled to attend the aforesaid test and / or inspection, provided that the Employer shall bear costs and expenses incurred in connection with such attendance including, but not limited to, all travelling and board and lodging expenses.

Whenever the Contractor is ready to carry out any such test and / or inspection, the Contractor shall give a 7-day advance notice of such test and / or inspection. The Engineer shall then either carry out the examination, inspection, measurement or testing without unreasonable delay, or promptly give notice to the Contractor that the Engineer does not require to do so. If the Contractor fails to give the notice, he shall, if and when required by the Engineer, carry out any such test and / or inspection and thereafter reinstate and make good, all at the Contractor's cost. The Contractor shall provide the Engineer with a certified report of the results of any such test and / or inspection.

If any Plant and Equipment or any part of the Facilities fails to pass any test and/ or inspection, the Contractor shall either rectify or replace such Plant and Equipment or part of the Facilities and shall repeat the test and / or inspection upon giving a notice.

The execution of a test and / or inspection of Plant and Equipment or any part of the Facilities,

or the attendance by the Employer or the Engineer, or the issue of any test certificate or waiver certificate shall not relieve the Contractor from any of its responsibilities under the Contract.

Employer's right to inspect, test and, where necessary, reject the Goods after the Goods arrival in Employer premises shall in no way be limited or waived by reason of the Goods having previously been inspected, tested and passed by Employer or its representative prior to the Goods' shipment from the place of origin.

4.7.5 Rejection:

If, as a result of an examination, inspection, measurement or testing, any Plant, Materials or workmanship is found to be defective or otherwise not in accordance with the Contract (all such matters being hereinafter, called 'Defects'), the Engineer may reject the Plant, Materials or workmanship by giving notice to the Contractor in writing of the said decision specifying particulars of the defects alleged to exist or to have occurred. The Contractor shall at his own expense and with all efforts would make good the defects so specified.

Further, Employer reserves the right to subject any part / component / equipment for re-test and on written instruction from Employer, the Contractor shall arrange for the re-test and the cost shall be reimbursed by Employer as per actual, only if the test results

are satisfactory. In case of unsatisfactory test results, the part / component / equipment shall be rejected, and the Contractor shall be responsible for replacing the item at his own cost and also bear the cost of the re-test.

4.7.6 Remedial Work:

Not with standing

- a) remove from the Site and replace any Plant or Materials which is not in accordance with the Contract,
- b) remove and re-execute any previous test or certification, the Engineer may instruct the Contractor to any other work which is not in accordance with the Contract, and
- c) execute any work which is urgently required for the safety of the Works, whether because of an accident, unforeseeable event or otherwise.

The Contractor shall comply with the instruction within a reasonable time, which shall be the time (if any) specified in the instruction, or immediately if urgency is specified under sub-paragraph (c). If the Contractor fails to comply with the instruction, the Employer may take, at the cost and risk of the Contractor, such steps as may in all circumstances be reasonable to make good such defects. The expenditure so incurred by the Employer will be recovered from the amount due to the Contractor. The decision of the Engineer with regard to the amount to be recovered from the Contractor will be final and binding on the Contractor.

4.8 COMMENCEMENT, TIME MONITORING AND DELAYS:

4.8.1 Commencement of Work:

Work order should be issued within 14 days (National Bid) 2 weeks & 28 Days (Global Bid) from the date of the LoA subject to fulfilling the conditions as mentioned in **Clause No. 2.26.3 and 2.27.1 of ITB (Section-II)** unless otherwise extended by Employer. The issuance of Work Order will be treated as Date of Commencement. The Contractor shall proceed with the Works with due expedition and without delay. Within the 15 to 30days of issuance of Work Order Contractor should submit to the Engineer

- (a) the Work Program including the measures proposed by him for work zone safety and mitigation of environmental impact (wherever applicable)
- (b) Methods Statement which the Contractor proposes to adopt for execution of the works, (wherever applicable) and
- (c) the quality assurance plan (wherever applicable)

4.8.2 Time of Completion / Period of Contract:

The Contractor shall complete the whole of the Works, and each Section (if any), within the Time for Completion as indicated in Work Order / Letter of Acceptance for the Works or Section (as the case may be), including:

- a) achieving the passing of the Tests on Completion, and
- b) Completing all work, which is stated in the Contract as being required for the Works

or Section to be considered to be completed for the purposes of taking over under **Clause 4.10 [Acceptance]**.

4.8.3 Work Program / Time Schedule/ Bar Chart:

If specified in the Contract, The Contractor shall submit a Time Schedule / Bar Chart within 5 to 30 days of issuance of Work Order. The schedule / bar chart must indicate the individual activities and commencement and completion dates of each activity. The bar chart shall be used for monitoring the progress of the work. Unless the Engineer, within 15 days after receiving bar chart, gives notice to the Contractor stating the extent to which it does not comply with the Contract, the Contractor shall proceed in accordance with the bar chart. If, at any time, the Engineer gives notice to the Contractor that time schedule fails (to the extent stated) to comply with the Contract or to be inconsistent with actual progress and the Contractor's stated intentions, the Contractor shall submit a revised time schedule / bar to the Engineer.

4.8.4 Force Majeure (FM) Clause

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 shall entitle the affected party to relief including Extension of Time, and where applicable, suspension of obligations without liability for 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 continues for a period exceeding 120 days, either party may at its option terminate the contract by giving notice to the other party.

4.8.5 Extension of Time (EOT)

4.8.5.1 Notice of Delay

If at any time during the execution of the Works, the Contractor considers that completion of the Works or any part thereof is or is likely to be delayed, the Contractor shall forthwith, and in any event within a reasonable time, give notice in writing to the Engineer/DPA, specifying:

- (a) the cause and nature of such delay;
- (b) the estimated duration thereof; and
- (c) the anticipated impact on the Time for Completion.

The Contractor shall, always, use reasonable endeavours to prevent or mitigate the effects of such delay. Failure to provide such notice within a reasonable time may be considered while determining any entitlement to Extension of Time (EOT).

4.8.5.2 Entitlement to Extension of Time

Subject to the provisions of this Contract, the Contractor shall be entitled to an Extension

of Time only to the extent that completion of the Works is or will be delayed by any of the following causes:

- (a) Force Majeure events, including but not limited to natural calamities, abnormal weather conditions, floods, or other events beyond the control of the Contractor;
- (b) any act, omission, default, or delay of the Employer, Engineer, or other contractors engaged by the Employer;
- (c) variations, alterations, or changes in the scope of the Works, or suspension of work ordered by the Employer; or
- (d) any other cause expressly provided for in the Contract.

Delays attributable to the Contractor's own acts, omissions, negligence, lack of due diligence, or default shall not entitle the Contractor to EOT, save as provided under Clause 4.8.5.4

4.8.5.3 Determination of Extension of Time

Upon receipt of a notice under Clause 4.8.5.1, the Engineer/DPA shall, after due consideration of the facts and relevant records:

- determine the cause or causes of delay;
- classify such delay as excusable, compensable, concurrent, or attributable to the Contractor; and
- assess the extent to which such delay has affected or is likely to affect the critical path and the Time for Completion.

The Engineer/Employer shall determine and grant such Extension of Time as is reasonable and justified, and shall notify the Contractor in writing accordingly. Such determination shall be made expeditiously during the progress of the Works, and interim extensions may be granted where considered necessary.

4.8.5.4 Effect of Delay Attribution:

- a) Delays not attributable to the Contractor:

Where the delay is determined to be due to causes not attributable to the Contractor, Extension of Time shall be granted without levy of Liquidated Damages, and the Contractor shall be entitled to relief as per Contract provisions.

- b) Delays attributable to the Contractor:

Where the delay is attributable, in whole or in part, to the Contractor, Extension of Time may be granted subject to levy of Liquidated Damages (LD) and other applicable provisions of the Contract.

4.8.5.5 Procedure for Grant of Extension:

- No Extension of Time shall be granted as a matter of course and shall ordinarily be based on a written application made by the Contractor.
- All Extensions of Time shall be subject to approval by the DPA
- Every order granting Extension of Time shall expressly specify:
 - (i) the period of extension granted; and
 - (ii) whether Liquidated Damages are applicable or waived.

4.8.5.6 Liquidated Damages:

Where Extension of Time is granted subject to levy of Liquidated Damages, the same shall be expressly recorded in the order granting such extension, failing which it may be construed that Liquidated Damages for the relevant period have been waived.

4.8.5.7 Non-Waiver of Rights:

The grant of Extension of Time or any communication issued in connection therewith shall not be deemed to constitute a waiver of any rights, claims, or remedies of the Employer under the Contract, unless expressly stated otherwise.

4.8.5.8 Contractor's Continuing Obligations:

Notwithstanding the grant of Extension of Time, the Contractor shall remain bound to:

- proceed with the Works with due diligence and expedition;
- deploy adequate resources to minimize delay; and
- complete the Works in accordance with the provisions of the Contract.

4.8.6 Levy of Liquidated Damages

If the Contractor fails to complete the whole or any part of the Works within the Time for Completion, including any validly extended period, the Engineer/DPA shall, without prejudice to any other rights or remedies under the Contract or law, be entitled to levy Liquidated Damages (LD) for the period of delay. The parties agree that the LD specified herein represents a genuine pre-estimate of the loss likely to be suffered and is not in the nature of a penalty.

a) Rate and Ceiling of LD

Unless otherwise specified in the Contract Data, LD shall be levied at the following rates:

- i) Repair works up to ₹20 lakh:
1% (one percent) of the Contract Price per week or part thereof of delay.
- ii) All other works:
0.5% (half percent) of the Contract Price per week or part thereof of delay

b) The total LD shall be subject to:

- i) A maximum of 5% (five percent) of the Contract Price; and
- ii) A maximum of 10% (ten percent) of the Contract Price in cases of inordinate delay, as determined in accordance with the Contract.

For the purpose of this Clause, Contract Price shall include:

- i) Approved variations, and
- ii) All applicable taxes and duties.

c) Basis of Calculation in Case of Variations

Where the Contract provides for Price Variation Clause (PVC) or statutory price adjustments, LD shall be computed on the Contract Price excluding GST but include approved variations.

d) Recovery and Accounting of LD

LD shall be recoverable by the Engineer/DPA from:

- i) Any amounts due or becoming due to the Contractor, or
- ii) Any other lawful means.

e) Applicability and Limitations

LD shall apply only to delayed execution of the Works or identifiable part thereof.

Where:

- No work has been executed or delivered, and
- The Contract is terminated,

the Engineer/DPA shall not be entitled to levy LD, and recovery shall be limited to actual damages/losses suffered due to breach of Contract, in accordance with law.

4.8.5.9 Extension of Time and Non-Waiver

Grant of extension of time, whether with or without reservation of the right to levy LD, shall not constitute a waiver of the right of the Engineer/DPA to:

- a) Impose LD for delay, or
- b) Recover damages in accordance with the Contract and applicable law.

4.8.7 Inordinate delays:

In-ordinate delays refer to delays exceeding one-fourth of the stipulated contract period, such as a delay beyond three months in a 12-month contract, and may be treated as a confirmed record of poor performance. Before declaring such poor performance, the Contractor may be issued a show cause notice to explain the delay. If the delay remains unjustified, it may be recorded as poor performance, which can be considered during the Contractor's qualification assessment in future tenders issued by the same

Contracting Authority. However, if the Procuring Entity decides to allow the Contractor to continue the work despite the inordinate delay, the maximum limit of Liquidated Damages (LD) may be increased to 10% of the total contract value instead of the usual 5%, as per the relevant provisions.

4.8.8 Denial Clause

If delay in execution of the works is attributable to the Contractor, any extension of time (EOT) granted by the Purchaser/DPA shall be subject to a denial clause, in addition to levy of Liquidated Damages (LD), whereby the Contractor shall not be entitled to any increase in contract price during the extended delivery period on account of escalation in statutory duties, taxes or levies, upward variation under the Price Variation Clause (PVC), or adverse fluctuation in foreign exchange rates, and all such increases shall be borne by the Contractor; however, the Purchaser/DPA shall retain the right to the benefit of any reduction in statutory duties, taxes or levies, downward price variation under PVC, or favorable foreign exchange fluctuations during the extended period, and accordingly, all such variation clauses shall be applicable only up to the original contractual delivery period and shall not apply during the extended period attributable to the Contractor.

4.8.9 Time At Large

To ensure that time for completion does not become at large and without prejudice to Clause 4.8.5.7, the DPA shall, as far as practicable and preferably prior to the expiry of the Time for Completion, grant an Extension of Time by fixing a revised date for completion in accordance with the provisions of this Contract.

Any such extension shall be communicated in writing and shall expressly provide that:

- (a) the revised Time for Completion shall remain binding under the Contract;
- (b) such extension is granted without prejudice to the DPA's right to recover Liquidated Damages (delay damages) in accordance with the Contract; and
- (c) all other rights and remedies of the DPA under the Contract shall remain unaffected.

4.9 TESTS, IF ANY ON COMPLETION OF ERECTION & INSTALLATION AT EMPLOYER'S SITE:

- (a) On completion of erection / installation of the items under the work / facilities by the Contractor and also when trial runs & final adjustments at the site are completed in accordance with the Contract, the Contractor shall give the Engineer or its representative(s) notice in writing thereof and before making the tests on completion of 7 days' notice in writing of the date on which he will be ready to make the said tests in accordance with and in the manner prescribed in the specifications.
- (b) If any portion of work falls under the tests to fulfil the Contract conditions, tests of the faulty portion shall, if required by the Engineer or its representative(s) or by the Contractor, be repeated within a reasonable time upon the same terms and conditions.

- (c) If the Contractor neglects to make the 'Performance test' within the time stipulated, Employer shall nevertheless have the right of using the Installations at the Contractor's risk until the 'Performance test' is successfully carried out.

4.10 ACCEPTANCE:

Upon successful tests under **Clause No. 4.9 [Tests, If Any on Completion of Erection & Installation At Employer's Site]**, upon completion of work under this contract, the Engineer may accept the works and/or services, if defects or shortcomings are not considered essential and, the Contractor agrees to make good the deficiencies in confirmation with this contract. Further, no work shall be treated as accepted before the Contractor clears the site of scraps, unused materials, work shed, equipment and all such materials which were used for execution of the work and not required any more at the work site.

The Engineer may, at the sole discretion of the Employer, may accept part or section work if it is substantially completed.

The Contractor shall submit to the Engineer the "as-built" documents and operation and maintenance manuals in accordance with the Specification and in sufficient detail for the Employer to operate, maintain, dismantle, reassemble, adjust and repair this part of the Works. Such part shall not be considered to be completed for the purposes of acceptance until these documents and manuals have been submitted to the Engineer.

As soon as the works have been completed in accordance with the contract and have passed the tests on completion, the Employer shall issue a certificate in which he shall certify the date on which the works have been so completed and have passed the said tests, and the Employer shall be deemed to have taken over the works on the date so certified.

4.11 DEFECT LIABILITY / WARRANTY:

4.11.1 The Contractor shall warrant that the work or any part thereof under this contract will comply strictly with the contract or superior to what is defined, shall be first class in every particular case and shall be free from defects. The Contractor shall further warrant that all materials, equipment, and the supplies furnished by him will be new and fit for their intended purposes.

4.11.2 The warranty period shall be for a period of one year from the date of completion of the installation of the entire satisfaction of the works unless otherwise specified in the Scope of Work / Special Condition of Contract.

4.11.3 If during the Defect Liability Period any defect be found in materials and workmanship or of the work executed by the Contractor, the Contractor upon being notified, shall promptly, in consultation and agreement with the Employer and at its cost, repair, replace or otherwise make good such defect as well as any damage to the goods & services and materials caused by such defect within a specified time or a mutually agreed time between the Contractor & Employer.

4.11.4 If the work or any part thereof cannot be used by reason of such defect and / or making

good of such defect, the Defect Liability Period of the work or such part, as the case may be, shall be extended by a period equal to the period during which the work or such part cannot be used by the Employer because of any of the aforesaid reasons. In addition, the Contractor shall also provide an extended warranty for any such replaced or repaired component of the work for the period of minimum 12 months or as it may be stipulated in Contract Technical Specifications. Such obligation shall be in addition to the defect liability specified under **Clause 4.11.2** hereof.

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

4.11.6 In the event of repeated failure of any component or material or fitting, within the warranty period, it shall be treated as failure on the part of the Contractor and the Contractor shall have to promptly rectify the same at his own cost failing which Employer shall have the right to recover the cost from any other outstanding amount of the Contractor lying with Employer and / or any amount that may become due to the Contractor and the Contractor shall be debarred to participate in any of the tender of Employer in future.

4.12 VARIATIONS:

The variation or additional work must be a necessary part within the scope of the original works and should not completely change the scope/ character and purpose of the original contract. The variation may result in additional or reduced payments to the contractor or there may be no price change at all.

4.12.1 Variation means:

- 4.12.1.1 increase or decrease in the quantity of any work included in the BOQ of the contract.
- 4.12.1.2 omission of any such work (but not if the omitted work is to be carried out by the Employer by another contractor);
- 4.12.1.3 change in the character or quality or kind of work.
- 4.12.1.4 change in the levels, lines, position and dimensions of any part of the work.
- 4.12.1.5 additional work of any kind necessary for the completion of the works; and
- 4.12.1.6 change of the specified sequence or timing of construction of any part of the works.

At any time during the execution of the contract, by a written notice to the Contractor (Change Order), variations as specified above may be made in the scope of contract by Representative of Engineer, with due approval of competent authority.

4.12.2 Valuation of Variations:

Variations as specified in **clause 4.12.1** shall not in any way vitiate or invalidate the contract but the cost, if any, arising out of all such changes shall be taken into account in ascertaining the total amount of the contract price. Where the rate is available in the contract and the same is applicable to the additional work, in the opinion of the Engineer,

the cost of the additional work shall be determined as per this available rate. But, if the rate for additional work is not available in the contract, the same shall be determined by the Engineer taking into account the market rate and labour cost at the site for similar works and shall be final.

4.12.3 Deviations from the specifications contained in the contract agreement, including the make / model, shall not be accepted. In case of any such deviation, payment shall not be made for that part of the work / item, even if it meets the functional requirements and has been accepted by the Employer. The payment for such portion of the work / item can only be released if the contractor makes good the deviations before the expiry of the warranty period so as to meet the specifications of the tender agreement in all respects.

4.12.4 Adjustments for Changes in Legislation:

If during the period of the contract, any statutory regulations or bye-laws, new tax / duty / cess or any other charge is imposed / levied / come into force by the Government / any statutory authority having impact on the payable amount to the Contractor only to the extent of the services to be rendered after commencement of work, then the same would be paid by DPA to the contractor at actual on production of relevant proof.

4.13 MEASUREMENT:

Unless otherwise specified:

- (a) measurement shall be made of the net actual quantity of each item of the Permanent Works, and
- (b) The method of measurement shall be in accordance with the Bill of Quantities or other applicable Schedules.
- (c) **Measurement of Works:**
 - (i) All works shall be measured and recorded in Measurement Books (MB) or Electronic Measurement Books (e-MB).
 - (ii) Measurements shall be taken jointly by the authorised representative of the Engineer and the Contractor.
 - (iii) The Contractor shall provide all assistance required for measurement.
 - (iv) No work shall be covered without prior approval; failing which, the Contractor shall uncover such work at his own cost or forfeit payment.
 - (v) Recording of measurements shall not relieve the Contractor of responsibility for defects or over-measurement.

4.14 CONTRACT PRICE AND PAYMENT:

4.14.1 The Contract Price:

The Contract Price as specified in Letter of Acceptance / Work Order shall be for the entire Scope of the work towards execution and completion of the Works and the remedying of any defects. Price Schedule or Bill of Quantity of Contract Price is attached with Letter of Acceptance / Work Order.

4.14.2 Firm Contract Price:

The contract shall be firm, not subject to any escalation except in the event of a change in the scope of work or specification or as otherwise provided in the Contract.

4.14.3 Executed Contract Value:

The Employer hereby agrees to pay to the Contractor the Contract Price in consideration of the performance by the Contractor of its obligations and includes adjustments in accordance with the Contract or such other sums as may be determined in accordance with the terms and conditions of the Contract.

4.14.4 Payment Terms:

The contractor shall submit the Tax invoice as per the provision of the GST Act and rules. Monthly / Running Bill/ Interim payment will be made after the satisfactory completion of the respective/ work within 15 working days from the date of receipt of the complete and correct invoices & relevant documents and unless any objection to such a bill is raised by the Engineer or its representative. The contractor may be requested to provide proof of payment details to the workers should be furnished. Deductions & Recoveries will be made as per conditions of the contract. The quantity given in the Price Schedule / BOQ is only approximate and payment will be made as per the actuals.

100% Monthly / Running Bill/ Interim payment in respect of item executed / supplied will be released after deducting 5% as retention money towards security deposit.

4.14.5 Taxes & Duties:

The Contractor shall pay all taxes, duties, cess, levies if any, fees and all other dues required to be borne & paid by him under the Contract, and the Contract Price shall not be adjusted for any of these costs except as stated in **Sub-Clause 4.12.4 [Adjustments for Changes in Legislation]** on production of documentary evidence by the Contractor.

The Contractor shall bear and pay all the liabilities in respect of non- observance of all legal formalities as per various statutory provisions.

4.14.6 Goods and Service Tax:

4.14.6.1 The GST shall be paid by the Employer at the rates applicable from time to time on submission of bills / invoices as prescribed under GST rules mentioning the full details regarding the Name, Address, GST Registration Number of the bidder along with the description, classification and value of taxable services and GST payable thereon. The GST shall be reimbursed to the Contractor on his making available the GST claimed by him in GSTR against the Port GST number.

4.14.6.2 The GST TDS shall be applicable as per the section 51 of the CGST Act, 2017. [As per CGST Act, 2017] and shall be deducted at such rate as may be specified from the invoice of the Contractor.

4.14.7 HSN Code and GST Rate:

- a) If provided in the Tender Document, the HSN (Harmonized System of Nomenclature) code for the goods/ services is only indicative. The bidder shall be responsible for ensuring that they quote the correct HSN Code and corresponding GST rate for the works they offer.

4.14.8 Income Tax:

Income tax will be deducted at the rates as applicable from time to time. It is open to the contractor to make an application to the concerned Income Tax Authorities to obtain a certificate from them authorizing the department to deduct income tax at such a lower rate or deduct no tax as may be appropriate to his case. Such a certificate will be valid for the period specified therein unless it is cancelled by the Income Tax authorities earlier.

4.14.9 E-payment:

The Bidder should submit the consent in a mandate form for receipt of payment through EFT and provide the details of bank A/c in line with RBI guidelines for the same. These details will include bank name, branch name & address, A/c type, bank A/c no., bank and branch code as appearing on MICR cheque issued by the bank. Further, the Contractor should also submit a certificate from their bank certifying the correctness of all the above-mentioned information in the mandate form. In case of non-payment through NEFT or where NEFT facility is not available, payment will be released through cheque.

4.14.10 Deduction / Recoveries:

- 4.14.10.1 Deduction of taxes at source shall be made from the bill of the Contractor in accordance with the prevailing rules& regulations of Employer.
- 4.14.10.2 While performing under the contract, the damages caused by the Contractor or his/her workmen to any of the Employer's shall be promptly made good by the Contractor at his/her own cost. In case the Contractor fails to repair/replace the damage, DPA shall have the right to take steps to make good the damages and all the cost on this account shall be recovered from the bills of the Contractor or any money due to the Contractor from this contract or any other contract or any other transaction. In determination of the damage, the opinion of the Engineer shall be conclusive.
- 4.14.10.3 Any dues arising out of failure on the part of the Contractor to carry out any obligation under the contract shall be deducted from the bills of the Contractor or from any money due to the Contractor from this contract or any other contract including Security Deposit and Performance Security

4.14.11 No Interest on Account of Delayed Payments:

Any claim for interest will not be entertained by the Employer with respect to any payment or balance which may be in their hands owing to any disputes between themselves and the Contractor or with respect to any delay on part of the Employer in making payment.

4.8.10 CLOSURE OF CONTRACT:

4.15.1 Completion of Construction / Execution

- a) When the work has been executed and the assets created commissioned, the Contractor should request the Engineer / DPA to issue a 'completion certificate'. The Contractor may, if so specified, submit the following documents along with his request for completion certificate: (a) completion drawings of the entire project and (b) videography/photographs of the works covering various phases of the project. Reasonable advance information of completion of work should be given to the Engineer/DPA to enable them to plan for taking over.
- b) Engineer / DPA may carry out detailed joint inspection of the commissioned project with the contractor to ensure that no deficiencies are there before taking over. "As built" drawings of the work shall be got prepared through the contractor or otherwise to facilitate proper maintenance of the assets, additions to the assets at subsequent dates etc. and to form part of the records of DPA.
- c) The Contractor would be responsible for obtaining Completion Certificates for completed Work and Facilities before handing over the same to 'DPA' for putting them to functional use.
- d) Before the completed work is taken over by DPA, it must ensure that the Contractor restores to original status - the auxiliary services/ facilities (Roads, Sewerage, utilities, including removal of garbage and debris) affected during the construction process.
- e) The Contractor shall hand over to DPA completed Work including all Services and Facilities constructed in accordance with the Approved Plans, Specifications fulfilling all agreed techno-functional requirements along with Inventory if any, As built - Drawings, Maintenance Manual/ Standard Operating Procedure (SOP) for Equipments and Plants, all clearances /Certificates from Statutory Authorities, Local Bodies etc.
- f) On completion of the work, a Project Completion Report (PCR) if requested by DPA shall be submitted by The Contractor duly bringing out the Final Project Completion Cost, Total Time period taken to complete the work and also completed Project Components as against the approved Cost, Time and Project Components.

4.15.2 Completion of Contract

The contract is not to be treated as completed until a Defects Liability Certificate (DLC) has been issued. There will be only one DLC. It will be issued when the contractor has completed all his obligations under the contract. While making the final payment to the contractor and before releasing the PBG, it should be ensured that there is nothing outstanding from the contractor. Before the bank guarantee is released a "no claim certificate" will be taken from the contractor. At least in large contracts (above ₹25 (twenty-five) lakh), it should be ensured that before the release of the bank guarantee (final payment, if there is no bank guarantee), the following reconciliations should be done across departments involved in the execution of the contract:

4.15.3 Material and Works Reconciliation

The Representative of Engineer should confirm that all Works ordered in the contract and paid for have been taken over in good condition and there is no shortcoming. Full reconciliation of all materials, machinery and assets provided to the contractor should be done including wastages and return of scrap/ off-cuts.

4.15.4 Reconciliation with the User Department

Besides Works reconciliation, the Representative of Engineer should certify in writing that the following activities (wherever applicable) have been completed by the contractor, to the Engineer's satisfaction, as per the contract:

4.15.4.1 Achievement of performance standards of Work;

4.15.4.2 Installation and commissioning, if any;

- a) Support service during the Defect Liability Period which has ended on as per the contract.
- b) As Built Drawings;
- c) Return of all ID cards, gate passes, documents, drawings, protective gear, material, equipment, facilities and assets loaned to contractor.

4.15.5 Payment Reconciliation

- a) The Ministries/ Departments may reconcile payments made to the contractor to ensure that there is no liability outstanding against the contractor on account of:
 - a) LD;
 - b) Price reduction enforced on account of shortfall in standards of Work;
 - c) Variations/ deviations from the scope of the contract;
 - d) Overpayments/ duplicate payments, if any;
 - e) Services availed from DPA and vacation thereof such as accommodation, electricity, water, security, transport, cranes and other machinery, and so on,
 - f) Demurrage, insurance premiums or claims, and so on;
 - g) Works reconciliation;
 - h) Price variations;
 - i) Statutory duties paid on behalf of the contractor by DPA; and
 - j) On satisfactory reconciliation and against a "no claim certificate" from the contractor, the bank guarantee may be released and its acknowledgement taken from the contractor.

4.8.11 RESOLVING DISPUTES and CONFLICTS

4.16.1 Disputes

- a) **General**
While no dispute is ordinarily expected after execution of a valid Contract,

unforeseen circumstances may give rise to differences between the Engineer/DPA and the Contractor. Therefore, this Contract provides binding provisions for settlement of such disputes.

b) **Avoidance and Minimization of Disputes:**

The Parties shall act in a coordinated and collaborative manner to avoid disputes through effective communication and proper contract management. Disputes, if any, shall be addressed promptly and resolved in a cost-effective and efficient manner, preferably through amicable settlement. Delays in resolution may lead to escalation of costs, damage to relationships, and possible termination of the Contract.

c) **Policy Guidance**

As emphasized by the Department of Expenditure, Ministry of Finance, Parties shall endeavor to avoid or amicably settle disputes using available contractual mechanisms, taking pragmatic decisions in the larger public interest without denying genuine claims.

d) **Definition of Dispute**

“Dispute” means any disagreement arising out of or in connection with the Contract, including its interpretation, operation, or the rights and liabilities of the Parties, whether during or after completion/termination, excluding Excepted Matters, and which cannot be resolved amicably within **30 days** of notification by one Party to the other.

e) **Notice and Resolution Mechanism**

i) The aggrieved Party shall issue a **Notice of Dispute**, specifying the nature of the dispute, relevant contractual provisions, and claims, to the designated authority.

ii) The Dispute shall be resolved, prior to recourse to courts, through the following mechanisms in sequence, and the next stage shall be invoked only if the previous stage fails within the prescribed timeframe:

a) **Conciliation**

b) **Adjudication**

c) **Mediation**

d) **Arbitration** in accordance with the Arbitration and Conciliation Act, 1996

4.16.2 Expected Matters

Matters provided for in any clause of this Contract shall be deemed “Excepted Matters” (non-disputable/non-arbitrable), and the decisions of the Procuring Entity thereon shall be final and binding on the Contractor; such matters are expressly excluded from the Dispute Resolution Mechanism, including Arbitration, except where the Procuring

Entity itself raises the dispute. Unless otherwise specified, Excepted Matters shall include, inter alia, third-party claims relating to bodily injury, death, property damage, or consequential loss arising out of the Contract (including rights of contribution/indemnity); issues relating to the pre-award tender process; ambiguities in contract terms not raised prior to signing; contractual actions including termination due to fraud, corruption, debarment, criminal acts, or wilful negligence; matters under investigation by agencies such as the Central Bureau of Investigation or Vigilance authorities; and provisions arising from Government policies or beyond the Procuring Entity's control, including local content and Make in India requirements, restrictions on entities from countries sharing land borders with India, and purchase preference policies for MSEs and Start-ups.

4.16.3 Conciliation:

In case any dispute is not resolved amicably as provided in **Clause 4.16.2**, the Contractor may agree to refer the matter to the conciliation & settlement Committee established by the Employer. The procedure for reconciliation and settlement shall be followed as per the guidelines issued by the Ministry of Ports, Shipping and Waterways (Conciliation and Settlement Guidelines).

4.8.12 BREACH AND TERMINATION of CONTRACT:

4.17.1 Breach of Contract:

a) In case the contractor is unable to honour important stipulations of the contract or gives notice of his intention of not honouring or his inability to honour such a stipulation, a breach of contract is said to have occurred. Mostly, such breaches occur in relation to the performance of the contract in terms of inability to complete the Work within stipulated time or to meet other obligations. It could also be due to breach of ethical standards or any other stipulation that affects DPA seriously. As soon as a breach of contract is noticed, a show cause notice shall be issued to the Contractor, giving two weeks' notice, reserving the right to implement contractual remedies. If there is an unsatisfactory resolution, remedial action may be taken immediately.

b) In the event of a breach of contract by the contractor, the DPA may invoke one or more of following options:

4.17.1.1 **Temporary suspension:** order temporary suspension of work at the 'risk and cost' of the contractor if he is proving to be recalcitrant in meeting its obligations under the Contract.

4.17.1.2 **Withholding Payments:** withhold payments to the contractor until the breach is resolved.

4.17.1.3 **Imposing Liquidated Damages:** impose liquidated damages on the contractor for delays.

4.17.1.4 **Rectification of Defects:** require the contractor to rectify any defects or issues arising from the breach. This may involve additional work or corrections to

ensure that the project meets the required standards.

- 4.17.1.5 **Dispute Resolution:** initiate dispute resolution mechanisms, such as mediation or arbitration, to address the breach.
- 4.17.1.6 **Completing the Work Otherwise:** upon such terms and in such manner as he deems appropriate, take over the site to complete the works himself or with another contractor (at the risk and cost of defaulter) and use the Contractor's materials, equipment, and temporary works as deemed proper.
- 4.17.1.7 **Performance Security:** invoke the performance security provided by the contractor.
- 4.17.1.8 **Partial or full Termination:** terminate contract partially or fully on account of default by the contractor. In partial termination, the Contractor should continue to fulfil the contract to the extent not terminated.
 - c) If termination takes place because of a fundamental breach/ insolvency on the part of the contractor, the Engineer / DPA shall issue a certificate for the value of work done, deducting from the amounts in respect of: (a) advance payments; (b) any recoveries; (c) taxes as due; and (d) percentage to apply to the work not completed as indicated in the contract data. If the total amount due to the DPA exceeds that due to the contractor, the difference will be a debt payable to the DPA. The Engineer / DPA may terminate a contract in the following cases. DPA is then free to take over the site and complete the works himself or with another contractor and use the contractor's materials, equipment, temporary works as he/ they think proper.

4.17.2 Termination of Contract for Default

- a) Without prejudice to any other remedy for breach of contract, such as removal from the list of enlisted contractors, by written notice of default sent to the Contractor, the contract may be terminated in whole or in part, if the contractor has:
 - i) seriously or repeatedly breached the contract, including:
 - a) failure to complete the work within the time period(s) specified in the contract, or any extension thereof granted.
 - b) failure to obey instructions in relation to his progress or defective work, material or plant.
 - c) breach of the prohibition against sub-contracting.
 - d) Failure to supply sufficient and suitable constructional plant, temporary works, labour and material as proposed in the work programme.
 - e) Substantial suspension of work for more than the specified days without authority from the Engineer and failure to proceed with the work within the specified days of receipt of notice from the contract manager.
 - f) Failure to comply with the requirements regarding JVs.

- i) committed fraud;
- ii) If the contractor fails to perform any other obligation under the contract within the period specified in the contract or any extension thereof granted;
- iii) If the contract is terminated in whole or in part, recourse may be taken to any one or more of the following actions:
 - b) Forfeiture of the performance security.
- g) Upon such terms and in such manner as it deems appropriate, taking over the site and to complete the works himself or with another contractor (risk Purchase) and use the contractor's materials, equipment, temporary works as he/ they think proper.
- h) However, the contractor shall continue to fulfil the contract to the extent not terminated.

4.17.3 Termination of Contract for Insolvency

If the contractor informs the DPA of his bankruptcy or insolvency or liquidation , the contract may be terminated, by giving a written notice to the contractor, without compensation to the contractor, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to DPA.

4.17.4 Determination of Contract for Default/ Convenience of DPA or for Frustration of Contract

- a) After placement of the contract, there may be an unforeseen situation compelling DPA to terminate the contract, in whole or in part for its (the DPA's) convenience, by serving written 'Notice for Determination of Contract' on the contractor at any time during the currency of the contract. The notice shall indicate inter-alia, that the termination is for the convenience of the DPA or the frustration of the contract and also the extent to which the contractor's performance under the contract is terminated, and the date with effect from which such termination shall become effective.
- b) Such termination shall not prejudice or affect the rights and remedies accrued and/ or shall accrue after that to the Parties.
- c) Unless otherwise instructed by DPA, the contractor shall continue to perform the contract to the extent not terminated.
- d) All warranty obligations, if any, shall continue to survive despite the termination.
- e) Depending on the merits of the case, the contractor will be suitably compensated on mutually agreed terms for terminating the contract.
- f) The executed Works and incidental Goods/ Services that are complete and ready in terms of the contract for execution/ performance within thirty days after the contractor's receipt of the notice of termination shall be accepted by the DPA

as per the contract terms. For the remaining Works and incidental Goods/ Services, the DPA may decide:

- i) To get any portion of the balance completed and delivered at the contract terms, conditions, and prices; and/ or
- ii) To cancel the remaining portion of the Works and incidental Goods/ Services and compensate the contractor by paying an agreed amount for the cost incurred by the contractor, if any, towards the remaining portion of the Works and incidental Goods/ Services.

4.17.5 Frustration of Contract

Upon a supervening cause occurring after the effective date of the contract, including a change in law, beyond the control of either party whether because of the Force Majeure clause or within the scope of section 56 of the Indian Contract Act, 1872, that makes it impossible to perform the contract within a reasonable timeframe, the affected party shall give a 'Notice of Frustration Event' to the other party giving justification. The parties shall use reasonable efforts to agree to amend the contract, as may be necessary to complete its performance. However, if the parties cannot reach a mutual agreement within 60 days of the initial notice, the DPA shall issue a 'Notice for Determining the contract' and terminate the contract as per para 4.17.4 above, due to its frustration, without repercussions on either side.

4.17.6 Limitation of Liabilities

- a) Except in cases of criminal negligence or wilful misconduct, the aggregate liability of the contractor to DPA, whether under the contract, in tort or otherwise, shall not exceed the total Contract Price, provided that this limitation shall not apply to the cost related to defect liabilities, or to any obligation of the contractor to indemnify DPA concerning legal/ statutory infringement.
- b) Neither Party shall be liable to the other Party, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, which the other Party may suffer in connection with the Contract, provided that this exclusion shall not apply to any obligation of the Contractor to pay liquidated damages to DPA.

4.18 RISK AND RESPONSIBILITY:

4.18.1 Indemnification:

The Contractor shall defend, indemnify, and keep indemnified and hold the Employer, its officers and employees harmless from any and all claims, demands, injuries, damages, costs, charges, compensation, losses, expenses, proceedings or suits including attorney fees, arising from

- a) Any breach or default in the performance of any obligation on the Contractor's part to be performed under the terms and conditions of this Contract or
- b) any negligence of the Contractor, or any of its agents, or its employees or the person

provided for the purpose of this Contractor.

- c) non-fulfilment/ non-adherence/ non-compliance of any statutory provisions which is as per law the contractor is required to comply with.

The provisions of this section shall survive even after the expiration or termination of this Agreement.

4.18.2 Contractor's Care of the Works:

Care of Works From the commencement to the completion of works the Contractor shall take full responsibility for the care thereof and of all Temporary works and in case any damage, loss or injury shall happen to the works or to any part thereof or to any Temporary works from any cause whatsoever shall at his own cost repair and make good the same so that at completion, the works shall be in good order and condition and in conformity in every respect with the requirements of the Contract and the Engineer's instructions. In the event of any such damage, loss, injury happening from any of the Expected Risks the Contractor shall if and to the extent required by the Engineer repair and make good the same as aforesaid at the cost of the Employer.

4.18.3 Patent Rights:

The Contractor shall fully indemnify Employer against any action, claim or demand, costs or expenses arising from or incurred by reason of any infringement or alleged infringements of letters, patents, design, trademark or name, copyright, or other protected rights in respect of any machine, plant, work, materials or things, system or methods of using, fixing working or arrangement used for fixed or supplied by the Contractor in India, or elsewhere.

All payments, or otherwise, shall be deemed to be included by the Contractor in the Prices named in the tender and shall be paid by him to whom they may be payable.

In the event of any claim being made or action brought against Employer in respect of any such matter as aforesaid, the Contractor shall be immediately notified thereof and he shall, with the assistance if he so requires of Employer, but at the sole expense of the Contractor, conduct all negotiations for the settlement of the same or any litigation that may arise there from, provided that the conduct of such negotiations or litigations shall be conditional upon the Contractor giving to Employer such security as shall from time to time, reasonably required by Employer to recover the ascertained or agreed amount as the case may be of any compensation, damages, expenses and cost which might be payable by Trustees in respect of or as result of any negotiation or litigation.

4.18.4 Damage to Property:

The Contractor shall be responsible for making good to the satisfaction of the Port, any loss or damage to any structures and properties within the Port premises if such loss or damage is due to fault and/or the negligence or willful acts or omission of the Contractor, his employees, agents, representatives and/or manpower deployed by the contractor. The contractor shall make good the loss as assessed by the Port.

4.18.5 Accident or Injury to Workmen:

The Employer shall not be liable for any damages or compensation payable at law in respect or in consequence of an accident or injury to any workmen or any other person in the employment of the Contractor and the Contractor shall indemnify and keep indemnified the Port against all such damages and compensation and against such claims, demands, proceedings, costs, charges and expenses whatsoever in respect thereof or in relation thereto.

4.19 OTHER CONDITIONS:

4.19.1 Extras:

Any extra expenses incurred in connection to the Works by the Employer in the performance of the Works owing to the neglect or omission on the part of the Contractor, in any of the case mentioned in this Contract shall be deducted from any sum due or which may thereafter become due to the Contract or from any amount lying with them or under their control or he may be called upon to pay the amount of such extra expense to such person or persons as the Employer may appoint to receive the same and in the event of the Contractor failing to make such payment, the said amount shall be recoverable from him in such manner as the Employer may determine.

4.19.2 Use of Ground:

On completion of Works or termination of his contract, he shall clear away all his tools, plant, rubbish, and other materials within a fortnight and handover and peaceful possession of the same to the Employer in a tidy and clean condition.

4.19.3 Use of Completed Portions:

4.19.4 Whenever in the opinion of the Employer, the work or any part thereof is in a condition suitable for use and in the best interest of the Employer requires the use, the Employer may take possession of the same. The Contractor shall, however, be not relieved of his pending obligations.

4.19.5 Prior to the date of final acceptance of the work by the Employer, all necessary repairs or renewals in work or part thereof so used on account of defective materials or workmanship or due to the operation's failure except normal wear & tear shall be at the expenses of the Contractor.

4.19.6 Such use shall neither relieve the Contractor or any of his responsibilities under the contract nor act as a waiver by the Employer of the conditions thereof. However, if, in the opinion of the Employer, the use of the work or the part thereof delays the completion of the remainder of the work, the Employer may grant such extensions of time, as it may consider reasonable.

4.19.7 The decision of the Employer in the matter shall be final. The Contractor shall not be entitled to claim any compensation on account of such use by the Employer.

4.19.8 Employer's Lien:

Employer shall have a lien on over all or any money that may become due and payable to the Contractor under this Contract or any other Contract or from any amount lying

with them or under their control and in respect of any debt or sum that may become due and payable by the Employer to the Contractor either alone or jointly with another or other and either under this Contract or under any other Contracts or transaction of any nature whatsoever between the Employer and the Contractor.

4.19.9 Bribes and Commission:

Any bribe, commission, gift or advantage given, promised or offered by or on behalf of the Contractor or his or their behalf to any officer, servant, representative or agent of the Engineer or to any person on his behalf in relation to the obtaining or to be execution of this or any other contract with the Employer shall in addition to any criminal liability which he may incur subject the contractor to the cancellation of this and all other contracts with the Employer and also to the payment of any loss or damage resulting from any such cancellation, and the Employer shall be entitled to deduct the amounts so payable from any money otherwise due to the contractor under this or any other contract. Any question or disputes as to the commission of any offence under the present clause shall be settled by the Engineer in such a manner and on such evidence or information as he shall think fit and consider sufficient and his decision shall be final and conclusive.

SECTION V
SPECIAL CONDITIONS OF CONTRACT

5.1 TYPE OF CONTRACTS:

Lump sum (Firm Fixed Price Contract) and is a National Tender as per Price Schedule.

5.2 SYSTEM OF SELECTION OF CONTRACTORS:

Price based System - Least Cost Selection (LCS).

5.3 SUPPORT TO START-UP ENTERPRISES: {Shall supercede Clause 2.30 (5) of ITB}:

Start-ups recognized by the Department for Promotion of Industry and Internal Trade (DPIIT) shall be eligible for benefits as per Government of India instructions, including:

Exemption from submission of Tender Fee and Bid Security / Earnest Money Deposit (EMD).

5.4 JOINT VENTURE (JV) / CONSORTIUM: {Shall be read in conjunction with Clause 1.4 (A) of NIT and Annexure – L}:

5.4.1 The invitation for bid is also open to Joint Venture (JV) / Consortium meeting the eligibility criteria defined in Section – I (NIT). All members of the Consortium shall be liable and responsible jointly and severally for all obligations of DPA in relation to the contract throughout the contract period.

5.4.2 For pre-qualification, the JV/Consortium members should fulfill the criteria as specified in Clause No. 2.3.1.1 as describe below:

(a) Qualifying factors to be met collectively:

(i) Similar Work Experience as per **Clause 1.4 (A) of NIT** and,

(ii) Financial capability as per **Clause 1.4 (B) of NIT**.

(b) Qualifying factors for lead partner:

(i) Similar Work Experience as per **Clause 1.4 (A) of NIT** and,

(ii) Financial capability – not less than of 50 (fifty) per cent of the respective limits prescribed in **Clause 1.4 (B) of NIT**.

(c) Qualifying factors for other partner: Same as for lead partner except that for the factors specified in 5.3.2 (b) (ii) above, a lower limit of 25 (twenty-five) per cent may be accepted.

5.4.3 The maximum number of partners/ members in Joint Venture (JV) / Consortium shall be limited to three. All the partners shall be jointly and severally liable for the successful completion of the work.

5.4.4 In case of the bidder being newly formed JV, the lead partner shall have as the relevant

registration of GST, IT etc. The successful bidder shall submit the registration of GST, IT in the name of JV and the requirement of PF & ESI is to be complied with as per the statutory requirement.

5.4.5 Where the bidder is a “Consortium”, it shall be required to comply with the following requirements:

(a) Members of the Consortium shall nominate one member as the Lead Member. The nomination(s) shall be supported by a Power of Attorney, as per the format at **FORM XIII**, signed by all the other members of the Consortium; Lead Partner / member is responsible for signing Agreement with DPA and shall be authorized to incur liabilities and receive instructions for and on behalf of all the partners of joint venture.

(b) The Tender / Bid shall contain the information required for each member of the Consortium.

(c) The Bidder shall include a brief description of the roles and responsibilities of individual members of the consortium, particularly with reference to technical and financial obligations.

(d) An individual (single entity) Bidder participating in the instant tender shall not be a member of any other Consortium participating in the instant tender; further, a member of a particular Consortium shall neither submit any tender individually nor shall be a member of any other Consortium participating in the instant tender.

5.5 PERFORMANCE SECURITY DEPOSIT (PSD) {Shall be read in conjunction with Clause No. 2.27.1 and 2.27.2 of ITB};

5.5.1 The successful bidder has to submit **Performance Security of 5% of the Contract value**, comprising of 5% of Part-A of BOQ: Capital Work amount and, 5% of Part-B of BOQ: Operation & CAMC amount. The Performance Security shall maintained & released as mentioned in Clause **2.27.1 of ITB**.

5.5.2 In addition to Performance Security, **Security Deposit/ Retention Money for an amount of 5% of the Contract value** comprising of 5% of Part-A & Part-B of BOQ shall be withheld/recovered and released as mentioned in Clause **2.27.2 of ITB**.

5.6 LIQUIDATED DAMAGE:

The Clause No. 4.8.5.9 (a) (ii) is applicable for the Part-A of BOQ of Contract.

5.7 PAYMENT TERMS {The clause no. 4.14.4 of General Conditions of Contract (GCC), Section – IV is modified and shall be read as below};

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

5.7.1 Part – A: Capital Work:

5.7.1.1 Item No. 1 of Part – A of BOQ:

(i) Payment of 70% of of item rate (subject to deductions as per tender conditions) will be released after completion of Factory Acceptance Test & receipt of DTCS at site

of installation in good condition, after obtaining insurance cover as per tender condition, after inspection & certification of the same by Third Party Inspection Agency, and after acceptance of material by DPA.

- (ii) Payment of 10% of of item rate (subject to deductions as per tender conditions) after completion of erection, installation, testing and commissioning etc., after inspection & certification of the same by Third Party Inspection Agency.
- (iii) Payment of 20% of of item rate (subject to deductions as per tender conditions) will be released after successful completion of whole work, after Site Acceptance Test, Test & Trials and handing over of DTCS, after inspection & certification of the same by Third Party Inspection Agency and handing over to DPA.

5.7.1.2 Item No. 2 of Part – A of BOQ:

- (i) Payment of 10% of of item rate (subject to deductions as per tender conditions) will be released upon preparation of construction drawings, after inspection & certification of the same by Third Party Inspection Agency.
- (ii) Payment of 20% of of item rate (subject to deductions as per tender conditions) will be released upon construction of foundation structures, after inspection & certification of the same by Third Party Inspection Agency.
- (iii) Payment of 40% of of item rate (subject to deductions as per tender conditions) will be released upon development of Superstructure including sewage, drains, roads, finishing works, etc., after inspection & certification of the same by Third Party Inspection Agency.
- (iv) Payment of 20% of of item rate (subject to deductions as per tender conditions) will be released upon installation, testing & commissioning of all systems & equipment for electrical, communication, fire services, air-conditioning, etc., after inspection & certification of the same by Third Party Inspection Agency.
- (v) Payment of 10% of of item rate (subject to deductions as per tender conditions) will be released after successful completion of whole work, after Site Acceptance Test, Test & Trials and handing over of DTCS, after inspection & certification of the same by Third Party Inspection Agency and handing over to DPA.

5.7.1.3 Item No. 3 of Part – A of BOQ:

- (i) Payment of 80% of item rate (subject to deductions as per tender conditions) will be released after completion of Installation & commissioning of DTCS, after inspection & certification of the same by Third Party Inspection Agency.
- (ii) Payment of 20% of item rate rate (subject to deductions as per tender conditions) will be released after after Site Acceptance Test, Test & Trials and handing over of DTCS, after inspection & certification of the same by Third Party Inspection Agency and handing over to DPA.

5.7.2 Part – B: Operation & Comprehensive Maintenance Work:

5.7.2.1 Operation for 02 Years during Guarantee Period:

100% monthly payment (subject to deductions as per tender conditions) shall be released in the succeeding month after satisfactory performance of Operation on submission of the tax invoice along with report (mentioning the operation activities performed as per format mutually agreed by successful bidder, TPIA and DPA) and clearance by TPIA & Engineer or its representative(s) on satisfactory completion of said monthly performance.

5.7.2.2 Comprehensive O & M during 08 Years post Guarantee Period:

100% monthly payment (subject to deductions as per tender conditions) shall be released in the succeeding month after satisfactory performance of Comprehensive O&M on submission of the tax invoice along with report (mentioning the operation & comprehensive maintenance activities performed as per format mutually agreed by successful bidder, TPIA and DPA) and clearance by TPIA & Engineer or its representative(s) on satisfactory completion of said monthly performance.

5.7.3 Contractor is liable to pay all applicable taxes, duties, levies, excluding GST etc. However, for the tax deducted at source under income tax, the TDS certificate will be issued accordingly.

5.7.4 The employer will perform such duties in regard to the deduction of such taxes at sources as per applicable law.

5.8 DEDUCTIONS DURING THE GUARANTEE PERIOD & COMPREHENSIVE O & M PERIOD:

Penalty during **Guarantee period & Comprehensive O & M PERIOD**:: The contractor is responsible for delay in making the Scanner available for operation during any failure/breakdown of Scanner. The Scanner shall be available for minimum up to 96% of total Hours per month.

5.8.1 Maximum time limit for rectification to the complaint shall be 24 hours from the lodging of the complaints either telephonically/what's up/SMS/Mail or in writing. However, Sunday and any other Govt. Holidays will not be included in the maximum time limit prescribed therein for attending and making the equipment operational. If the DTCS System remains non-operational continuously beyond this time limit, 1% of the monthly charges will be deducted for every such day or part thereof.

5.8.1.1 Contractor shall carry out preventive maintenance at least once in 6 months. For every failure to carry out a preventive maintenance, 2.5% of the one month **Guarantee period / Comprehensive O & M period** charges will be deducted.

5.9 WARRANTY (DEFECT LIABILITY PERIOD) {Shall be read in conjunction with Clause No. 4.11 of GCC}:

5.9.1 The defect liability period shall be 24 months with effect from the date of acceptance of the work by DPA, after successful completion of the work and handing over of the Container Scanner System. Contractor shall rectify the defects as and when observed by the contractor/DPA/TPIA without any cost to DPA.

- 5.9.2 After successful completion of the work and handing over, during the guarantee and Comprehensive O & M period, if any defect is observed and notified by DPA/TPIA/ Custom/ Any other authority, the contractor has to depute additional Expert/Engineers/Technicians to rectify the defect. This will not dissolve the responsibility of the contractor to make the system operation at all the time with required manpower and spares/items.
- 5.9.3 The contractor is responsible for delay in making the Scanner available for operation during any failure/breakdown of scanner during the guarantee period of 2 years and the Scanner to be available minimum up to 96% of total Hours per month. The defect liability period shall be extended for the non availability period (in days) beyond permissible limit for the Scanner System and after completion of defect liability period with extension, **Guarantee period & Comprehensive O & M period** (Part-B of BOQ) shall be started, after intimation by DPA.
- 5.9.4 The Contractor shall warrant the Board that the goods and services under this contract will comply strictly with all the statutory requirements and non-violating any parent or legal rights. Contractor shall indemnify DPA for any act for any legal breach of acts & Rules. The Contractor shall further warrant the Board that all materials including but not limited to, equipment and supplied by him will be new and fit for their intended purposes for successful execution of the system.
- 5.9.5 The Board shall promptly notify the Contractor in writing of any claim arising under this Warranty. Upon receipt of such notice, the Contractor shall promptly repair or replace the defective goods and/or services at no cost to the Board.
- 5.9.6 If the Contractor, having been notified but fails to rectify the defects in accordance with the contract, the Board may proceed to take such remedial action as may be necessary, at the risk and cost of the contractor.

5.10 THIRD PARTY INSPECTION:

- 5.10.1 The Third Party Inspection Agency (TPIA) shall be arranged by DPA and cost of Third Party Inspection shall be borne by DPA.
- 5.10.2 Third Party Inspection for Part-A:
- 5.10.2.1 TPIA/DPA shall carry out witnessing for applicable tests for the Container Scanner System and pre-dispatch inspection as per tender conditions.
- 5.10.2.2 TPIA of DPA will verify the design, drawing, documents, list of equipment, etc. submitted by the contractor for the subject work along with verification of the items/equipment received at site, material inspection at manufacturer's work/ site, dispatch clearance from manufacturers work, as per documents submitted by the contractor. TPIA will also verify and certify all the payments raised by the contractor as per tender conditions.
- 5.10.2.3 Any observations/queries made by Third Party Inspection Agency shall be complied by Contractor before the next schedule visit. The TPIA shall check and certify the

same. Payment for subsequent RA bill may be withheld if any queries raised by TPIA are not complied by the Contractor (under the scope of work).

5.10.2.4 The Third Party inspection agency shall carry out the inspection of materials, and testing of sub-assemblies, stage inspections etc. The contractor has to comply with all the requirements of the inspection agency within reasonable time frame, as regards to sufficiency of design parameters. The data and design details along with relevant drawings considered for components of the Scanner under execution is required to be furnished by the contractor to the third party inspection agency as per the QAP (Quality Assurance Plan) and approved by TPI well in advance of commencement of the work.

5.10.3 Third Party Inspection for Part-B:

DPA shall appoint the TPIA who will visit once in a month for monitoring the GURANTEE AND COMPREHENSIVE O & M work, if any observations/queries are made by Third Party Inspection Agency; the same shall be complied by Contractor before the next schedule visit. The TPIA will check and certify the same. Payment for subsequent month may withhold if any quarries raised by TPIA are not complied by AMC Contractor (under the scope of **Guarantee period & Comprehensive O & M period**). The charges incurred for Third Party Inspection Agency will be borne by DPA.

SECTION VI

SCHEDULE OF REQUIREMENTS / SCOPE OF WORK (SOW)

6.1 Requirements to be satisfied by Contractor

1. Installation and configuration of the Container Scanner machines by the successful bidder.
2. Provisioning of Desktops/PC for connecting with the Container Scanner machines.
3. Procurement of server hardware and associated software like Operating system licenses, application software etc. for Container Scanner server at each location. It includes application to view & analyses the images should be provided. The application should enable access of images through LAN for multiple users simultaneously remotely for viewing & exercise basic functionalities such as zoom, move etc.
4. Installation, Configuration and maintenance of the Container Scanner server at the Customs locations. This local server should be capable of storing the images in live environment as specified in tender document and also capable of storing in archives for later retrieval.
5. Securing access to the Container Scanner servers by hardening to allow access to authorized users only.
6. Compatible for configuration of a different VLAN (Vendor VLAN) for the Container Scanner vendor.
7. Changes required at the local network and Vendor's LAN and at the Customs site for integration and access of the Container Scanner server by the Customs Officers.
8. Dedicated Leased Line connectivity of adequate bandwidth (16 Mbps or more) with redundancy which would link the Customs location where the Container Scanner server shall be hosted with the CBIC's Data Centre in New Delhi & Chennai.
9. Installation, configuration and maintenance of hardware and software necessary for Scheduling of the data/image transfer from the local Container Scanner Servers to CBIC's Data Centers using SFTP/MFTP/GRE Tunnel at agreed frequency.
10. A L3 manageable switch which supports GRE Tunnel is to be provided by the vendor for establishing connectivity to CBIC Data Centers.
11. In addition to the above, any other requirements mentioned in the above mentioned (Specifications and Allied Technical details/ Schedule of requirements).

6.2 Schedule of Requirements

Regulatory & Other Requirements

1. The DTCS shall meet the regulatory requirements of Atomic Energy Regulatory Board (AERB) in India and other relevant Government authorities. The Supplier is required to provide no-objection certificate from AERB for the offered model of DTCS System before import of the system.
2. All site construction works and installation activities undertaken by the successful bidder will be supervised by representatives of Purchaser/Local Customs Commissionerate.
3. Successful bidder, after award of contract, will need to submit Design Basis Report, Design Calculations and associated drawings to the Purchaser, before commencement of works for approvals, as required.

Site Works

1. In general, the site works involve construction of RCC framed structure building, RCC column & roof shed, concrete pad, site entry & exit roads, sentry cabins, fencing & boundary wall, parking shed, paving, painting/epoxy coating, anti-termite treatment, horticulture & landscaping, etc. Site work will include providing/establishing electrification, air-conditioning, communication, networking, public health services, electrical trenches, fire detection, mitigation & fighting, water storage (underground & overhead) & distribution, doors & windows, furniture & fixtures, venetian blinds, false ceiling in air-conditioned areas, security & surveillance etc. for the Scanning Facility. Extend services such as electric power, water supply, communication/networking lines, storm water drains, soak pit and septic tank along with connecting sewer lines, fire water line, etc. up to the nearest identified points (by Port Authority) for connection/ integration purposes. This may need existing roads to be crossed requiring road cutting, embedding concrete pipes and repairing the road. These will form part of the site works.
2. Civil & structural construction works should meet the following requirements, but not limited to:
 - (a) Foundation of the structure/buildings should be decided based on the geotechnical survey to be carried out by the contractor for the sites concerned. Design of the foundation shall be carried out as per respective BIS codes & standards. Concrete pad should be designed after considering the soil conditions and should be as per Indian Road Congress specification IRC 58:2002 (Guidelines for design of plain jointed rigid pavement for highways). Sub-grade soil should be treated suitably to increase the bearing capacity. Expansive soil at top level should be removed up to minimum 300 mm depth. It should be backfilled with compacted murrum before soling. Consolidation of soil may also be required in certain cases. Approach roads should be as per the specifications of Ministry of Road & Highways.

- (b) Structure/ building should be designed for site specific strata (obtained through geo-technical investigations) and should meet the requirements of seismic design criteria as per the seismic zone in which each site falls and as per the provisions of IS: 456-2000 with due consideration to environmental exposure condition. Structure/ building should undergo static & dynamic design analysis.
 - (c) Minimum M30 grade concrete shall be used in RCC construction along with suitable reinforcement, which should be provided in accordance with IS: 13920-1993. Piles for foundation, when found necessary upon geotechnical studies, shall be designed as per the provisions of ARE 2911. Non-destructive testing of cast plies shall also be carried out as per the provisions of IS: 14893-2001.
 - (d) Scanner Facility should be located above the highest flood level noted for the site. In any case, it shall not be located lower than 450 mm. from the adjacent road level.
 - (e) Flooring and dado should be of vitrified tiles/granite/kota stone with PVC/ Antiskid ceramic/ IPS-Hardonite/ acid resistant, etc. depending upon the use of the area. Metallic components, wherever used within the Facility should be of rust free steel. Hand rails, wherever used, should be of approved design in stainless steel pipes/plates/sections.
 - (f) Boom-barriers, operable from the check-in/check-out stations, should be of approved design and materials.
 - (g) Provision of one ladies toilet, which could be in combination with gents toilet. All sanitary fitting & fixtures shall be of heavy duty, ISI marked. Toilets shall have wash basins, mirrors, towel rails, liquid soap dispensers etc. and all necessary connections & valves. Pantry shall be provided with kitchen sink with fittings, instant water heater, water cooler having purification system, etc. Provision for drinking water cooler should also be made.
 - (h) Adequate provisions shall be made to detect and mitigate fire of any kind in the Facility. For this purpose, the Supplier may have to construct and install an appropriate firefighting system. Water for firefighting will have to be drawn from the nearest source, if available, or it may have to be tankered and stored in underground RCC tank.
 - (i) Building should be friendly to differently abled persons.
 - (j) Storage capacity of the fuel to operate DG sets for minimum three days.
3. Equipment/components/systems/assemblies, materials, etc. available in India should only be used in constructing and equipping the Facility. Furniture & fixture required for the Facility shall be of approved numbers and quality. All materials & items used in the construction of Facility should new, of reputed

- brand/make and of tested quality (supported by test certificates from the manufacturer or Govt. approved laboratory).
4. Electrical & communication works will cover, but not limited to, supply, installation, testing and commissioning of:
- (a) 415 V, 3 phase, 4 wire Power Control Centre(s).
 - (b) Local Push Button Stations as needed for facility operation and its associated systems such as weigh-bridge, boom- barriers, motorised shutters/gates, air- conditioning units, pumps, ventilation dampers, etc.
 - (c) Air-conditioning in the person-occupied rooms/ areas.
 - (d) Supply & installation of communication system, VHF sets (5), including cabling/wiring networking.
 - (e) Supply of cables & trays, cabling and terminations at various electrical panels/equipment of the Facility for power supply distribution.
 - (f) Supply & installation of high static electricity & lightning protection systems.
 - (g) Concealed lighting distribution boards (LDB), lighting panels/switch boards/ sockets, power receptacles, lighting fixtures and accessories within the Facility plot.
 - (h) Supply & installation of DG set of suitable rating for the operation of the scanner & Facility as a whole.
 - (i) Integration of DG power with commercial power supply with auto switch-over.
 - (j) Supply and installation of day oil tank and oil storage tank (to meet three days' requirement) and oil transfer arrangement for DG set.
 - (k) Supply & installation UPS (along with necessary battery banks) of suitable rating to sustain the scanning operation for 30 minutes and its integration to commercial/emergency power supply.
 - (l) Flood lighting system for optimum illumination that provides, when measured at ground level, least 100 lux within 5 meters of the scanner system and at least 20 lux within the whole security zone during work at night or in poor visibility conditions and should be without direct glare. The sitting and maintenance areas shall have lighting of 250 lux.
 - (m) Supply & installation of separate grounding arrangement for electrical and electronic systems insulated from each other.
 - (n) Indication/alarm in the operation station, with associated hardware and cabling, of important parameters of the support/ auxiliary systems.
5. General requirements of Civil and Public Health Works would be as per the latest editions of "Central Public Works Department India Specifications".

Electrical provisions of (of works should be carried out as per the provisions and requirements of Indian Electricity Rules, Indian Electricity Acts, National Building Electrification Code, Bureau of Indian Standards (BIS) or equivalent standards.

Training

6. After installation and commissioning, the Supplier shall initially train at the site, ten customs officers (to be nominated by the user Customs Commissionerate) in the operation and use of the DTCS. Thereafter, the Supplier shall train Customs officers nominated by the user Customs Commissionerate once every six months during the warranty and CAMC period. The Supplier shall specify the course content and aids. The training should take place in an environment where each participant has access to a workstation of his/her own. The training program (class room, on-screen simulation and hands-on) shall cover all aspects of operation, image interpretation, administrator, etc. In addition, training should also be imparted on radiation safety, mechanical/electrical safety and first level trouble shooting. Operator feedback mechanism on the system performance should exist, which will assist in addressing the concerns, if any, of the users and also to upgrade the software as necessary.

Tests and trials

7. After installation and commissioning, the Supplier and the user Customs Commissionerate along with Port personnel will conduct tests and trials for 30 days. If the delivered system works in accordance with the agreed specifications and without faults or malfunction during this trial period of one month, the equipment will be deemed to have been commissioned. During the trial period, the ownership of the equipment shall continue to be with the Supplier. If not, the faults and malfunctions are to be rectified and a further trial period of one month shall be added to permit an additional attempt to meet contract specification. For this extension of one month, the warranty period would be extended by two months. Only one extension of one month shall be granted. If the functioning of the system is not faultless in this extended period, no further extension shall be granted and the contacts shall be liable for cancellation.

General maintenance requirements

8. The DTCS will be required to operate 24 X 7 and the Supplier shall offer satisfactory service during warranty period of two years and post warranty maintenance under CAMC for eight years the Supplier should either have his own service set- up in India or he should appoint as Maintenance Contractor any indigenous manufacturer/reputed contractor who is to capable maintain the DTCS and its associated systems & equipment. The Supplier must indicate in the offer the name of the maintenance contractor and enclose a copy of the agreement with them. The agreement must be valid for at least ten years. The availability of the scanner system should be better than 95 % of the time in a

year. 5 % time in a year is allowed for break down maintenance, which includes preventive maintenance.

9. The agreement between the Supplier and the maintenance contractor should clearly specify that the Supplier will provide all necessary technical support including supply of spares and consumable to the maintenance contractor during the maintenance period; both during warranty and post warranty; so that the latter can effectively maintain the DTCS System.

Warranty Maintenance

10. During warranty period, the Supplier or, as the case may be, the Maintenance contractor shall set right the DTCS System immediately on receipt of a complaint but in no case later than 24 hours. Preventive Maintenance shall be carried out once in 6 months i.e. 4 times during the warranty period of two years, while image quality checks shall be performed every month. The Supplier must deploy only qualified and experienced staff in maintenance activities. Scanner will be operating on 24 x 7 basis. Hence, at least one Engineer & one Technician should be present, per 8-Hour shift, during the operation of DTCS, at the site of installation.

Post-Warranty Maintenance

11. Scope of CAMC shall include: (a) supply of all spare parts and consumables, (b) periodical preventive maintenance visits, (c) unlimited on-call visits to attend for the repair and breakdown. During CAMC all parts/components shall be repaired /replaced by the Supplier or, as the case may be, maintenance contractor.
12. Scanner will be operating on 24 x 7 basis. Hence, at least one Engineer & one Technician should be present, per 8-Hour shift, during the operation of DTCS, at the site of installation. Full particulars of maintenance service centre and qualified engineering staff should be enclosed with the technical bid.
13. Maximum time limit for attending to the complaint shall be 24 Hours. Sunday and any other Govt. Holidays will not be included in the maximum time limit prescribed therein for attending and making the equipment operational. If the DTCS System remains non operational continuously beyond this time limit, penal charges will be deducted for every such day or part thereof.

Software & Software Upgrades

14. The Supplier shall agree to provide copies of as-built software in executable code that are installed in the system at all levels. It shall also state the Hardware that needs to be in place for implementation ensuring that the system unavailability is minimal. The Supplier shall also comply and guarantee software upgrades for the service life of the scanner. Commercial image processing software, if used, should be provided with each set of the image inspection unit (workstation).

15. Taking into account the operational requirements of CBIC, there may be a need to customize some portion of the software. Supplier should agree for such customization.
16. Any software upgrades developed by the Supplier during the warranty and the post warranty period should be made available to CBIC and installed in a prompt and efficient manner. The Supplier should install and train the operator with software upgrades.

Disaster Management

17. The supplier has to provide detailed disaster management plan to meet any eventuality, which may arise during the operation of DTCS. The disaster management plan should be elaborate, detailing the actions to be undertaken in the case of any emergency and/or disaster and defining the role of every authority and person during such a situation.

Documentation

18. The Supplier shall document design, manufacture, inspection, testing, site works & services, installation, commissioning, test & trials, operation & maintenance, quality assurance and delivery of Drive-through Container Scanner and its associated systems & equipment. The complete documentation work shall be in English.
19. Relevant documents as required by the Purchaser shall be submitted for review/reference, from time to time, during the execution of the contract. Complete documents, quality assurance records and as-built drawings shall be provided to the Purchaser, both in soft & hard copies, after the completion of the contract.

6.3 Special Conditions during Guarantee period & Comprehensive O & M :

- 6.3.1 The contractor is liable to carry out all the maintenance works including any failure/break down during operation with immediate intimation to the Engineer or its representative(s) of DPA and make the scanner ready for operation expeditiously by keeping all the maintenance staff round the clock. The surface preparation & painting shall be done by the Contractor wherever rusted.
- 6.3.2 No telephone communication facility etc. will be provided by the Deendayal Port Authority. Contractor has to arrange their own and a dedicated Mobile Hand Set with Number shall be provided by the contractor from the commencement of the work till expiry of the comprehensive O & M.
- 6.3.3 No vehicles/conveyances will be arranged for the maintenance staff/officials of contractors by the DPA. Contractor has to arrange the vehicle for his staff at his cost.

6.4 Safety provision:

- 6.4.1 The contractor should take necessary safety measures to carry out the work, without causing any accident, in the work premises, which will ultimately cause loss to the Employer either directly or indirectly.

- 6.4.2 The contractor should apply for written permission to the Fire Officer, DPA, to carry out the hot jobs with full details of the work, date, duration of work etc., DPA will provide fire-watch service free of cost.
- 6.4.3 All the required Safety Gears and Fire Fighting shall be made available by the contractor at the site of work for any emergency.
- 6.4.4 The permission copy should be sent to port fire and safety officer and the safety section in advance.
- 6.4.5 The hot job should be started only after the concerned supervisory staff of the concerned department is satisfied with the safety arrangements made at site.
- 6.5** The entire facility shall be maintained by the Supplier / Contractor including housekeeping and beatification in such manner that the operation of DTCS shall be efficient, reliable and meeting the availability norms. Supplier's engineers/ technicians of required numbers shall be available in each shift during guarantee period as well as during Comprehensive O & M period for smooth operation of DTCS.

SECTION VII

DRAWING, TECHNICAL SPECIFICATION & QUALITY ASSURANCE

Note:

- No Drawings attached.

TECHNICAL SPECIFICATIONS

7.1 Drive-through X-ray Container Scanner System (DTCS) will be used for scanning marine cargo containers at the Sea Ports. It should be capable of assisting the examining officers in the detection of mis-declared goods and to discriminate the materials present in the container and additionally it should be able to assist in the detection of contraband goods, if present in the cargo container. The offer should bring-out the capability and limitations, if any, of the proposed system in regard to the above.

7.2 Drive-through Container Scanner System shall be an X-ray based system which should enable the scanning of containers loaded on truck-trailers moving at a speed varying between 5-10 Kmph without the need for drivers to get down from the truck. The Scanner Facility should provide a through-put of about 100 containers (40') per Hour and should meet the following requirements. Scanner performance parameters shall be better than the one mentioned hereunder, will also be accepted.

System requirements			
1	X-Ray generator	a)	Having adequate energy to provide penetration of minimum 320 mm. of steel (typically, Dual energy: High 6 MeV (Nominal); Low: within a differential of 2 to 3 MeV.
		b)	Manufactured by a worldwide leading producer of accelerators with proven experience of more than 7 years.
		c)	Additional components such as temperature control unit and modulator to enable continuous use of the system at a very high capacity, and with minimal wear and tear should be provided.
		d)	Focal spot should be as small as possible. Collimator must be installed for directing X-ray into a fan shape to reduce radiation scatter.
		e)	Should preferably be low leakage X-ray source with efficient use of energy given out.
		f)	Specifications and technical details of X-ray generator should be submitted.
2	Scan speed	a)	Should be able to scan the conveyance being

			driven at a speed of 5-10 Kmph.
		b)	Suitable sensors should be provided to measure the speed of the conveyance and to carry out necessary adjustment, if required, in the system.
		c)	In case the speed of conveyance goes beyond the predetermined range, system must automatically terminate scanning process and the container should be sent for re-scanning.
3	Scan size	a)	Should scan the entire 20 Ft./40 Ft. container carried on a truck- trailer and display the transmitted scan image from a height of 0.3 -0.4 meters (above ground) to the top of the container without missing any area or corner cut-off. The scanner shall not scan the driver's cabin.
		b)	Scanned image quality should be uniform through-out the per-determined driving speed range.
4	Penetration		Minimum 320 mm. of steel
5	Wire detect ability		1 mm. or better (in free air). Details of test device & procedure to be furnished.
6	Contrast sensitivity		1% or better behind 100 mm. of steel. Details of test device & procedure to be furnished.
7	Spatial resolution		5 mm. (vertical)/ 7 mm. (horizontal) or better at any location at the center of the container. Details of test device & procedure to be furnished
8	Material discrimination	a)	Capability to distinguish (based on colour coding) between low Z organic, low-Z inorganic, high Z inorganic, very high-Z inorganic and intermediate materials. Details of test device and test procedure to be furnished.
		b)	Analysis system should be capable of estimating the atomic number of the material interactively at image viewing station.
9	Threat detection		Image processing should be capable of assisting the operator in threat detection and identification. Colorization based on atomic number for the assisted recognition of threats should be available.

10	Density threshold alert		It should be possible to alert the operator of presence of non-penetrating materials based on programmable density threshold along with audio alarm.
11	Release/Hold decision		Should have the capability to tag an image as 'suspect' or 'non-suspect' and store the decision with the image data set.
12	Image quality & storage	a)	Should have high performance imaging capability. In addition to achieving the required penetration, contrast sensitivity and spatial resolution, images are to appear clear & focused and with sharp edges & correct aspect ratio.
		b)	System must store raw images together with the processed final image for each scan.
		c)	Images in the original format should be able to open with Window stools, or corresponding license-free conversion software.
		d)	In addition, the following requirements must be met by the System Supplier: (i) The high-resolution X-ray images without any compression, along with all associated metadata layers, including material discrimination, generated by the X-ray scanners, shall also be made readily available outside the scanning machine i.e. on computer systems external to the scanning machine. (ii) Furthermore, these high-resolution X-ray images, devoid of any compression, and accompanied by all aforementioned metadata layers as mentioned in the preceding step, shall also be made available in a format compatible with non-proprietary software solutions commonly used for image viewing and manipulation, such as TIFF, on the external computer systems as mentioned in the preceding step. (iii) The Supplier shall provide necessary technical support and assistance to ensure the compatibility and operability of the X-ray images and metadata layers with non-

			proprietary software solutions.
13	Detectors	a)	Detectors, placed opposite the source, should be adequate numbers to completely cover the whole height of the container to be scanned to provide a high-resolution image without the loss of any information and without any distortion.
		b)	Detector's size facing the X-ray beam shall not be larger than 5 mm. x 5 mm. (smaller detector size will be preferred). Mounting architecture of the detector modules, maintenance required and replacement method in the case of service should be specified.
		c)	The digitisation bit depth of the detections should be 16 bits data (min.).
		d)	Detector type & details and detector parameters affecting their performance should be specified.
14	Image processing	(i)	The detection of materials as specified in the manifest shall be reflected in the quality of image that the operator sees on the screen and shall indicate correct shapes, density as attenuation of signals. Features available to operator should enable him to perform various functions through simple menus. It is essential that the ergonomics should be so to avoid fatigue, strain on the operator's vision and ensure ease of performance. A few of the requirements are highlighted here and shall be available on each workstation supplied. Bidder should elaborate all such features, functions that can be performed by operators.
		a)	Zoom-in (up to 16X) zoom-out (1/4 th), pan, scroll, density expands, edge enhancement, reverse video, brightness & contrast adjustment etc.
		b)	Pseudo coloring (at least 16 pseudo colour).
		c)	ROI (Region of Interest) processing.
		d)	Original image and processed image - to allow attending operator to alternate between the original and processed images in the same window.
		e)	Negative and positive image toggling.

		f)	Filtering functions.
		g)	Gray scale re-mapping and adjustment.
		h)	Shape marking or text annotations, highlighting suspicious area, ruler function to mark & measure the area of suspicion.
		i)	Histogram - liner, non-liner defined functions.
		j)	GUI- menu bar, tool bar, input window, main inspection window, whole scan image window, etc.
		k)	Image depth-16 bits (min.)
		The above features shall be available on each workstation supplied.	
		(ii) The operating system of the Workstation(s) should be in robust design for 24 x 7 x 365 days operations and LINUX, Windows Server, or equivalent platform with latest version of OS shall be used. The application software should perform the following tasks:	
		a)	Acquisition of X-ray images
		b)	Monitoring of the real-time system status
		c)	Monitoring of the operational status
		d)	Database management
		e)	Printing and event logging
		f)	Data archiving
		g)	Export of image files (on site, central location)
		h)	System initialization
		i)	System self-diagnostics
		j)	System security
		k)	Data communication / networking with the remote image interpretation system
		l)	Local and remote image interpretation functions
		m)	Connectivity to system for data/ image and processing
		(iii) Image conversion tools shall be provided for converting X-ray images into JPEG format. Images shall be automatically generated and	

		<p>stored on the LAN/System server for review at other Workstations. The image conversion tools shall also convert X-ray images to other common file formats, for example, TIFF and BMP. In addition, the scanned images shall also be made available in UFF 2.0/3.0 format or any other latest version of UFF, as per the requirement of World Customs Organization (WCO).</p>												
15	Data/Image Processing Hardware	<p>All data and images must be archived on a unified storage, processing platform enabling them to be processed on any of the work station irrespective of the device used for scanning. The provisions as below should be provided and Bidder should provide detailed specifications for the same.</p> <table border="1"> <tr> <td>a)</td> <td>Per site of installation, Image inspection station (IIS) must have a minimum of six sets of workstations (including two for remote location inspection) and provision to add at least two more, if workload demands.</td> </tr> <tr> <td>b)</td> <td>Each work station shall be supplied such that the Inspectors perform independent inspection activities, simultaneously or sequentially. The Workstation shall utilize and display 16-bit image data.</td> </tr> <tr> <td>c)</td> <td>Servers & Workstations should be of state-of-the-art d) e) f) g) b) and the operating system, with latest version of OS, should be based on LINUX/Microsoft Windows or an equivalent or superior multi-tasking operating system supported internationally.</td> </tr> <tr> <td>d)</td> <td>Monitors should be 24 flat LCD (TFT) colour having resolution 1920X 1080 or better.</td> </tr> <tr> <td>e)</td> <td>Printer should include an A3/A4 (regular) format colored laser printer, as well as software which will allow printing by control system displays, image analysis outputs, video capture snap shots, notes, manifest etc. It should have multifunction capability such as scanner, copier, etc.</td> </tr> <tr> <td>f)</td> <td>The hard disks of the System Control Workstation and Image Analysis Workstation shall be of a suitable level of Redundant Array</td> </tr> </table>	a)	Per site of installation, Image inspection station (IIS) must have a minimum of six sets of workstations (including two for remote location inspection) and provision to add at least two more, if workload demands.	b)	Each work station shall be supplied such that the Inspectors perform independent inspection activities, simultaneously or sequentially. The Workstation shall utilize and display 16-bit image data.	c)	Servers & Workstations should be of state-of-the-art d) e) f) g) b) and the operating system, with latest version of OS, should be based on LINUX/Microsoft Windows or an equivalent or superior multi-tasking operating system supported internationally.	d)	Monitors should be 24 flat LCD (TFT) colour having resolution 1920X 1080 or better.	e)	Printer should include an A3/A4 (regular) format colored laser printer, as well as software which will allow printing by control system displays, image analysis outputs, video capture snap shots, notes, manifest etc. It should have multifunction capability such as scanner, copier, etc.	f)	The hard disks of the System Control Workstation and Image Analysis Workstation shall be of a suitable level of Redundant Array
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			of Independent Disk (RAID) configuration providing fast data access and retrieval and full data redundancy and protection against loss or corruption of data, and shall be capable of storing the scanning records information for at least 1,00,000 containers (including all images, date, time, information of operators, information of the scanned vehicle and goods, findings and comments made by the operators on the images).
		g)	Image viewing with limited processing facility should be provided at distant Container Freight Stations (CFSs)/Inland Container Depot (ICDs).
		h)	Each work station should be equipped with image analysis/analytics, data management software, etc.
16	Net-working	a)	An independent local area network(s) complete with hot standby servers, which shall link the X-ray System and Workstations to facilitate the sharing of images, shall be provided. The servers shall be provided with a power fail safe and restart feature. There shall be no loss of system memory on power failure at the central processing unit.
		b)	Capacity of the LAN/Server shall be adequate for real-time transmission of the images while scanning is being conducted simultaneously. The data transmission of the LAN/Server shall be bi-directional
		c)	System should be able to receive IGM information in respect of the containers being scanned from EDI network and display it along with the image so that the operator can compare the image with the data and draw his conclusions.
		d)	System should permit export of the image as a pdf or jpeg or tiff file (or latest version of UFF) to the Computers or hand held devices under the control of CBIC, in a pre-defined folder for further processing in the systems. System should enable remote login with full

			functionality into the server by officers from anywhere in the country. The viewing of the image at the remote workstation will be user selectable.
		e)	Supplier shall ensure images are made available and accessible from the local server to a centrally located server (to identified by the Purchaser as per the requirements of the CBIC) via a redundant secured communication link of 16 mbps or above (to be provided and maintained by the Supplier) to facilitate the images being shared with other counterparts within the country, through an approved telecommunication provider of such services. All associated equipment required for connectivity (such as switches as per specifications shared by DG systems/CBIC) to be provisioned and maintained by the supplier.
		f)	Scanner system shall not have accessibility from the offices and works of the Supplier or his sub vendors/maintenance agency.
		g)	Scanner system to be integrated into CBIC's systems as per the requirement of DG Systems/CBIC, including the cloud based connectivity as well as server based connectivity.
17	Redundancy features	a)	System should be designed and constructed with adequate redundancy provisions to avoid potential single point of failure from end-to-end process, resulting in no availability of the system.
		b)	The redundant provisions should be in hot stand-by mode.
18	Sensors	a)	Adequate number of sensors should be provided to detect when the truck-trailer is approaching, entering and exiting the Scanner Facility
		b)	Sensors should detect the height of the truck so as to protect the scanner system from over-dimensioned conveyance, if any. A bye-pass lane should be provided for such conveyances.
		c)	Sensors should be provided to measure the

			speed of the conveyance and to carry out necessary adjustment, if required, in the system.
		d)	Sensors should detect presence of any car or other passenger vehicle; if accidentally pass through, so that these are not scanned.
		e)	Sensors should be provided to detect the gap between the driver s cabin and the cargo container loaded on to the trailer, which could be as low as 500 mm. X-ray generator shall not be ON unless the driver’s cabin has fully passed the scanner system and start of the container is recognized.
		f)	Sensors should be provided to determine the end of the cargo container such that the X-ray generator is put OFF as soon as the end of the container is detected.
		g)	Sensor should be provided to detect any conveyance if stalled while being scanned and should put OFF the X- ray generator.
		h)	Sensor to measure the radiation dose to the driver.
		The sensors for the above purposes should be based on diverse technologies and should also have redundancy in them.	
19	Safety interlocks		X-ray generator shall remain in OFF mode. It shall be in ON mode only on fulfillment of, but not limited to, the following conditions:
		a)	The conveyance is only truck-trailer containing standard ISO containers are identified for scanning. It shall be ensured by devising appropriate algorithm.
		b)	The conveyance is moving at the pre-determined speed range (5 - 10 Kmph) or else scanning process should terminate.
		c)	Driver s cabin has completely passed the scanner and start of the container is detected.
		d)	Conveyance has not got stalled during scanning process.
		e)	End of the container has not been detected.
		Safety interlocks should be achieved by different	

		technologies such as electrical, electronic, optical and magnetic, which should ensure failsafe operation of the scanner system.	
20	Regulatory requirements for Radiation Safety	a)	Drive-through X-ray Container Scanner System must comply with the regulations of Atomic Energy Regulatory Board (AERB) of India and Supplier should produce a no-objection certificate (NOC) from AERB along with the bid or prior to completion of technical evaluation of the offers.
		b)	Radiation dose at the exclusion zone boundary shall not exceed as prescribed by AERB.
		c)	Appropriate failsafe electrical, electronic and optical mechanisms shall be put in place, such that the radiation exposure to driver does not exceed the limit prescribed by AERB for the purpose.
		d)	Scanning operation should be safe for food, vegetables, pharmaceuticals, clothing, active medical supplies, electronic data media, or other commonly traded goods. Dose on cargo per Scanning shall not exceed 50 μ Sv (5 mR) measured at the center of testing position.
21	Radiation monitoring and alarm system	a)	Shall be provided with a complete Radiation Monitoring and Alarm System comprising ion chamber radiation detectors, audible and visual alarms and connection to the X-ray System for emergency shut off. Audible or visual alarm shall triggered if the measured radiation dose exceeds a preset level programmed by the operators. Dosimeter shall trip the X-ray System when it detects alarm-level dosage has exceeded the limits and shall require manual reset before the System can resume operation. Bidder to provide details of Radiation Monitoring and Alarm System.
22	Radiation survey meters	a)	Per site of installation, the system should be supplied with three radiation survey meters (ion chamber) which should be able to measure with sufficient accuracy the dose rates (range 0.01 μ Sv/Hr. to 10 mSv/Hr.) arising from pulsed radiation fields and should not get

			saturated/paralysed in high radiation field.
		b)	The monitors should be calibrated for ambient dose equivalent.
23	Radiation dosimeters		Per site of installation, the system should be supplied along with six digital dosimeters which shall be useful in the energy range 20 keV to 8 MeV and dose rate range from 0.01 μ Sv/Hr. to 10 Sv/Hr.
24	Electrical safety		The scanner and its associated systems must fulfil all legal regulations on safety and health requirements to comply with the Indian Electrical Code & Standards.
25	Data Management	a)	Data management servers (DMSs) of adequate capacity should be provided to enable connectivity between the sites of scanner installation and central location for storage, retrieval and processing of image as required by the CBIC. Details of data management system should be submitted.
		b)	It must be possible to store information about at least 10,00,000 scanned objects (i.e. scanned images, cargo manifests, notes etc. associated with an inspected object) at each site of installation before transport the information to the central server. It should be able to generate a warning when the storage medium, used to store data sets, reaches a set value of its maximum storage capacity.
		c)	Data back-up and recovery facility should be independent from the process of collecting image data. All data and analytical results shall be secured with three levels of user access control viz. operator, supervisor and administrator.
		d)	System should have electronic data management, image & data transmission, archival and reporting features. All transaction that occur within the System must be logged on to an audit trail for future reference.
26	Security & Safety	a)	Per site of installation, minimum six CCTV cameras (and two PTZ camera having facility to

			view from remote location) with NVR capable of saving more than 30 days long video images, should be installed for monitoring the radiation protection area/ boundary of the facility. It is possible to use split screen for several cameras. The size of each camera on a split screen should be at least 10".
		b)	Provisions of safety measures such as audio alarms, visual alarms, flashing of lights, indication of an emergency situation, noticeable warning signal while scanning etc. must be made. The status of safety system shall be displayed on a control panel.
		c)	Provisions should be made to protect the scanner system from being damaged by the truck-trailer while driven through the scanner portal.
		d)	Shall be provided with public address system with weather-proof outdoor speaker of IP-65 rating and push-to-talk handheld microphone. In addition, five sets of walkie-talkie shall be provided for each site of installation to communicate between the operator & traffic marshals on the ground.
		e)	Should secure and provide radiation warning signs, electrically operated boom-barrier for controlled movement of truck-trailers, etc.
27	Emergency stop Auto-shout down	a)	System must be equipped to stop the operation by automatic shutdown device(s) in the case of emergency of any kind.
		b)	Emergency stop buttons should be installed in the scan control office and in radiation management area.
28	Self-diagnostic		Scanner and its associated systems should have in-built self-test and fault diagnostic capability/facility.
29	Optical character recognition/ identification number capture	a)	The system should be equipped to capture the number of the container and convert it into characters with an efficacy of 95 % or better. It shall be installed before the weighbridge.
		b)	It should also capture the image of the number

			so that if there is an error, the operator can correct it.
		c)	Captured number should be electronically displayed with container IGM data and in turn with image obtain during scanning operation.
		d)	Make, model and technical specifications of the proposed OCR should be provided.
30	Weigh bridge	a)	An electronic weigh bridge, capable of weighing up to 70 MT, within an accuracy of \pm 1-2%, should be provided.
		b)	It shall be of weigh-in-motion type so as not to limit the required through-put of the scanner system. Make, model and technical specifications of the machine should be provided.
		c)	Measured weight should be electronically displayed with container IGM data and in turn with image obtain during scanning operation.
		d)	Must obtain and maintain an annual calibration license from the local competent authority.
31	Cargo viewing	a)	System should be provided with suitable software, which would enable the image interpreter to interpret the content of the goods stuffed in the container.
		b)	The software should be able to discriminate images of various goods/ commodities, which would enable interpreters to make fair assessment of the goods contained in the containers.
		c)	The software should be able to alert the operator, in case of some contraband or any targeted commodity is encountered during scanning.
		d)	Scanner system should be equipped with standard library of images and should have provision to add scanned images obtained during the operation of the system.
		e)	The software should have function to combine a suspicious marked image, inspector s comments and cargo information data from the

			database of the CBIC. These data files to be saved in a central server, which can be searched, retrieved and processed.
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7.3 The Drive-through X-ray Container Scanner System and its associated systems and equipment should meet the following technical features:

Technical requirements			
1	Scanner make & model		Must be specified along with location of manufacturing/ final assembly plant and country of shipment of the offered scanner system.
2	Object to be scanned		Standard Containers (20 Ft. or 40 Ft.) used in international sea trade loaded on to truck-trailers (approx. size of the conveyance: 3.00 m Width, 4.60 m Height, 17.00 m Length; Max weight of conveyance 70 MT)
3	Mode of operation	a)	Scanner System will operate on a drive-through mode i.e. the truck-trailer is driven through the scanner in a portal configuration while the scanner is on. However, the Maintenance personnel remain outside of the exclusion zone during scanning.
		b)	Configuration of the Scanner Facility must support rescanning the container in the event that a clear image is not obtained during drive-through scanning. However, the system configuration should be such that need for such rescanning is minimum.
4	System	a)	Scanner & its associated systems should be of proven design having worked in actual field conditions for immediate past three years.
		b)	Should be able to operate 24 hours a day and 7 days a week, except during maintenance time. Minimum availability of the scanner system should be 96 % per month.
5	System design, manufacturing & servicing	a)	System/sub-systems & equipment used in the manufacture of the X-ray scanner should as per the international standards.
		b)	All products offered must be certified to comply with ISO 9001 standard.
6	Rated life		Scanner & its associated systems should have a

			rated life of at least 10 years.
7	Reference documents	a)	AERB codes/ standards concerning protection against Radiation.
		b)	ANSI 42.46 2008 American National Standard for determination of imaging performance of X-ray & X-ray systems for cargo & vehicle security scanning.
		c)	IEC 62523 2010 Radiation Protection Instrumentation Cargo/Vehicle Radiographic Inspection System.
		d)	Standards of American Society of Testing & Materials.
		e)	Central Public Works Department (of India) Specifications.
		f)	Indian Electricity Rules & Indian Electricity Acts.
		g)	Specifications of Bureau of Indian Standards.
		h)	National Building Code & Standards.
		i)	Specifications of Ministry of Road & Highways.
8	Environment		Operating temperature (0° to + 50°C), humidity (0 to 100 %); saline environment of seaport and driving rain (50 - 100 mm. per Hour) with wind speed up to 100 kmph.
9	Corrosion protection & tropicalisation	a)	Scanner system should be designed and manufactured to prevent corrosion by weather, airborne pollution, geographic operating environment, galvanic reaction.
		b)	Components of the system should be fully tropicalized and suitable for trouble free operation in the environment specified above.
10	Exclusion zone	a)	Shall be able to fit into the available area, including the exclusion zone, operator's cabin, maintenance areas, weigh-bridge, etc.
		b)	Shall be able to fit into the available area, including the exclusion zone, operator's cabin, maintenance areas, weigh-bridge, etc.
11	Boundary management	a)	As a part of boundary management, entire site and its perimeter must be kept under CCTV surveillance with recording facility for 30 days.

		b)	Scanner Facility should be provided with barrier, fencing, gates, warning signs, lighting, etc.
12	Radiation shielding	a)	Scanner system should be self-shielded or with suitably designed shielding for protection from radiation by the scanner (including scattered & sky-shine) so that the radiation at the boundary of exclusion zone does not exceed the limit 1µSv/Hr., as prescribed by AERB.
		b)	Shielding design report shall be submitted indicating methodology of calculations, standard software used and theoretical dose mapping.
13	Electricals & Communication	a)	This covers supply, installation, testing and commissioning for electrical & communication, networking systems for the operation of the Drive-through X-ray Container Scanner System & its Facility.
		b)	Electrical power will be made available by the respective Ports. Bidder shall indicate Power and its quality requirements in his technical bid.
		c)	All the electrical works shall be carried out as per the provisions and requirements of Indian Electricity Rules, Indian Electricity Acts, National Building Electrification Code, Bureau of Indian Standards (BIS) or equivalent standards.
14	Power supply		Scanner and its associated systems & equipment, should be able to operate from a power supply source at 415 volts, 3 phase, 50 Hz normally available in India.
15	DG power	a)	A standby diesel generator power to cater to the scanner & its operation, lighting, air-conditioning, ventilation and other electrical loads should be provided by the Bidder.
		b)	DG set will have built-in provisions for automatic changeover when commercial power fails or resumes.
16	UPS	a)	A true on-line, double-conversion UPS system of sufficient ratings complete with backup batteries to enable continuation of full scanning

			operation (i.e. scanner system along with support systems) for 30 minutes after failure of power shall be provided by the Bidder.
		b)	Make & model along with the proposed rating, technical specifications and compliance to relevant BIS specification should be provided.
17	Climate control	a)	Operators and image interpreters cabins must have an automatic and reliable climate control system to maintain the temperature in between 18 to 26 deg. C, when outdoor temperature is between 0 to 50 deg. C and this should not affect the functioning of other systems in terms of electric load. Other sitting areas should also be provided with air-conditioning.
		b)	Only non-CFC refrigerant shall be used for climate control/air-conditioning. Piping and ductwork shall be properly insulated by flexible closed cell elastomeric material.
18	Operational requirements	a)	Operation of Drive-through X-ray Container Scanner System will need establishment of Scanner operation station, Image inspection work stations and Check-in/check-out stations. The scanner system should transmit the scanned images by turn or to whichever inspection work station is free.
		b)	Ergonomics of the above stations should be to avoid fatigue, strain on vision and to ensure ease of performance by the operator/ inspectors
		c)	System should have capability to operate on 24 hours a day and sufficient lighting & other arrangements have to be provided for such operation.
19	Test rigs/ jigs		One set of test rigs/jigs/devices and instruments for evaluating the performance of the Scanner & its associated systems shall be provided at each site of installation. These should have their calibration certificates to be conforming to national/international standards.
20	Software & software upgrade	a)	Should be provided with copies of as-built software in executable code that are installed in the system at all levels.

		b)	Should be able to customize some portion of software to meet specific operational requirements, when arise any of the CBIC.
		c)	Should have guaranteed supply of software upgrades for the service life of the scanner. Commercial image processing software, if used, should be provided with each set of the image inspection unit (work station).
		d)	Any software upgrades developed by the Supplier during the warranty and the post warranty period should also be made available promptly, installed and operators trained with software upgrades.
		e)	Embedded software shall not be used the scanner & its sub-systems. Further, the Supplier shall submit the software used in the scanner & its sub-systems for an audit check by the Purchaser & CBIC or their authorized representative(s) before installation.
21	Site works within Scanner Facility	a)	Total area within exclusion zone should be laid with adequately designed RCC pavement, except some portion which should be kept green.
		b)	Exclusion zone should be fenced from all sides and two gates for entry and exit of the trucks should be provided. In addition, Scanner Facility should be provided with boundary wall with entry & exit gates.
		c)	Access roads to the site of Scanner Facility should also be provided to facilitate entry and exit of the trucks trailers.
		d)	Structure/ building should be designed for site specific strata and should meet the requirements of seismic design criteria as per the seismic zone in which each site falls. RCC work in the Facility should be minimum of M-30 grade.
		e)	Facility should be fully furnished including electrical, communication, air-conditioning/ventilation, security, surveillance, etc., to meet the operation and maintenance requirements of the Scanner System. The video projection facility should be provided in the discussion

			room along with other furniture & fixture. Designs, drawings, documents, etc. will need the approval of DoL/CBIC prior to commencement of work.
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QUALITY CONTROL REQUIREMENTS

- 7.4** All materials, components, equipment and system covered under this Specification shall be designed, procured, manufactured, erected, commissioned and tested at all the stages, as per a comprehensive Quality Assurance Program, inspections and tests at works including shop inspection. Performance tests and test at site for all equipment and systems shall be as per respective codes and standards and also as required by the specification.
- 7.5** In order to ensure the quality of the Drive-through X-ray Container Scanner System and site preparation works, the following inspection & tests shall be conducted. The Scanner will be accepted only after their successful completion.
- (a) Factory Acceptance Tests (FAT) for Scanner System
 - (b) Site Acceptance Tests (SAT) for Scanner System
 - (c) Facility Inspection & Acceptance (excluding of Drive-through X-ray Container Scanner System)
 - (d) Tests and Trials

FACTORY ACCEPTANCE TESTS (FAT)

- 7.6** All the ordered scanner systems shall undergo FAT. Supplier shall provide within two months of the notification of award, a FAT document detailing the manner in which the FAT will be conducted and how each of the parameters will be checked. Supplier shall provide the equipment, instruments, test jigs, etc., and make all necessary arrangements for conducting the FAT at his own cost. The travel, board and lodging of the representative (up to four persons) of the Purchaser will be arranged by the supplier at his cost.

Factory Acceptance Test Scanner System			
1	Submission of FAT Document		Shall be made available to the for review within two months of the notification of award.
2	Contents of FAT Document	a)	Details the inspection and tests to be conducted, including the procedures for conducting the same, and where these will be conducted.
		b)	It should describe how each parameter of the Drive-through X-ray Container Scanner System will be checked for conformity with the specified requirements.

3	Intimation for FAT		Supplier shall intimate to the Purchaser at least two months in advance of the dates set for conducting FAT.
4	Equipment& jigs for FAT	a)	Supplier shall provide all duly calibrated equipment, instruments & jigs/devices, software & hardware modules, etc. and make all necessary arrangements for conducting the FAT.
		b)	It is the responsibility of the Supplier to organize the agreed number of test cargo viz. a set of densely loaded containers, lightly loaded containers, mixed cargo, narcotics, arms, explosives etc.
5	Access during FAT		Supplier or its subcontractor(s) shall provide all reasonable facilities and assistance, including access to relevant drawings, design details and production data, to the Purchaser s inspectors at no charge to the Purchaser.
6	Documents during FAT	a)	Documents in respect of all QA and QC, inspection reports of assemblies, subassemblies, components, type/routine tests etc. carried out during/after manufacture shall be made available to the Purchaser s representatives to ensure that the system meets the Purchaser s requirements/complies with industrial standards for these classes of Systems.
		b)	All materials supplied or used in the manufacturing shall be new and accompanied by valid and approved materials certificates, tests and inspection reports.
7	Conducting FAT	a)	FAT shall be conducted as per the agreed document asunder 'content of FAT document above.
		b)	FAT shall include the system as a whole. However, if agreed by the Purchaser for any specific reason, the Supplier may 8. 9. Re-inspection/re-test Supplier s responsibility 10 Dispatch of scanner c) d) undertake to offer a few major sub-systems for FAT, in such a way that it possible to control the system in total.
		c)	Representatives of the Purchaser will within 10 days from the date of FAT, give notice in writing

			to the supplier of any objection to any specification/parameter of the equipment and workmanship, which in his opinion is not in accordance with the contract.
		d)	The supplier shall give due consideration to such objections and shall either make the modification that may be necessary to meet the said objections or shall confirm in writing to the Purchaser that no modifications are necessary to comply with the contract.
8	Re-inspection/re-test		The Supplier shall resubmit such goods to the Purchaser s inspector for conducting the inspections and tests again. If the scanner or its sub-systems fail to conform to the required specifications and standards, the Purchaser s inspector may reject them and the Supplier shall either replace the rejected goods or make alterations necessary to meet the specifications and standards, as required.
9	Supplier's responsibility		Purchasers contractual right to inspect, test and, if necessary, reject the goods after the goods rival at the final destination shall have no bearing of the fact that the goods have previously been inspected and cleared by Purchaser s inspector during pre dispatch inspection i.e. FAT mentioned above.
10	Suppliers responsibility		Supplier shall dispatch the Drive-through X-ray Container Scanner System or its subsystem (in case partial FAT has been agreed upon) only after FAT has been carried out and the Drive-through X-ray Container Scanner System is accepted by the representative(s) of the Purchaser.

SITE ACCEPTANCE TESTS (SAT)

- 7.7** The Supplier shall submit within four months of the notification of award, SAT document detailing the manner in which the SAT will be conducted and how each of the parameters will be checked. After installing and commissioning the Drive-through X-ray Container Scanner System, the Supplier shall intimate to the Purchaser the dates for SAT at least one month in advance. The Supplier shall provide the equipment, instruments, test jigs, etc., and make all necessary arrangements for conducting the SAT at his own cost. The Supplier, in co-ordination with the Purchaser and DoL/CBIC shall carry out SAT to verify that the equipment fulfils the requirements according to the

Contract Document and the Specifications.

Site Acceptance Test Scanner System			
1	Submission of SAT document		Shall be made available to the Purchaser and DoL/CBIC for review within four months of the notification of award.
2	Contents of SAT document		Plan for installation, inspection and tests to be carried out, including the procedures for conducting the same. It should describe how each parameter will be checked for conformity with the specified requirements.
3	Prerequisite for SAT		All sites works and services should have been completed as per the requirements of specifications & standards and should have been inspected and accepted for installation of the Drive- through X-ray Container Scanner System.
4	Intimation for SAT		Supplier shall intimate to the Purchaser and DoL/CBIC at least one month in advance of the dates set for conducting SAT.
5	Equipment & jigs for SAT		Supplier shall provide all duly calibrated equipment, instruments & jigs, software & hardware modules, etc. and make all necessary arrangements for conducting the SAT. However, it will be the responsibility of the Purchaser to organize necessary test cargo viz. a set of densely loaded containers, lightly loaded containers, mixed cargo, narcotics, arms, explosives etc.
6	Reference articles		Supplier in consultation with Purchaser and DoL/CBIC shall provide at least ten (10) reference/test articles for inspection and record their images, which will be used during on-site trials.
7	Installation test		Shall secure the installation properly and as per agreed plan. Supplier shall also ensure availability of software, hardware and other modules. All shortfalls in the installation should be fixed before conducting the functionality test and DoL/CBIC will have right to demand a new installation test, if found unsatisfactory. The result of this test should be documented.

8	Functionality test		It shall be an integrated test to confirm that the system, as whole including OCR & safety interlocks, is working properly and according to specification after delivery and installation the site. Functionality test may, if desired by DoL/CBIC, include the same elements as in FAT, or other elements mutually agreed upon. Supplier shall conduct imaging with at least ten (10) test articles and actual cargo to be coordinated with and approved by DoL/CBIC. If the test is set aside, the Supplier will be permitted to repeat the test three times after modifications.
9	Purchaser interfaces test	a)	This is to review the CBIC interface for the system together with representatives (operators & image interpreters) of the CBIC. It will require making checklists and evaluate every screen shot and dialog box. The test is to verify the user friendliness of control and imaging software
		b)	Observations should be logged and if required adjustments should be made and noted. This will also test the connectivity of the Supplier s system to the CBIC's EDI system and transport of the images to the CBIC's network for review and interpretation at offsite locations. The result of this test should be documented.
10	Documentation check test		Supplier will be responsible for planning and working out the test. The documentation check test should include test. plans and test cases for the system documentation that is relevant for the daily use. This test shall confirm that the documentation contain information relevant for implementing the system. The result of this test should be documented
Facility Inspection & Acceptance			
11	Facility inspection (Excluding Scanner System)		The Facility acceptance shall be carried out after successful completion of all tests in respect of Scanner and shall include:
		a)	Physical inspection of the Facility for quality & completeness of all works.
		b)	Review of quality assurance & inspection reports

			generated during construction.
		c)	Functioning of PH systems, storm water drainage, service water supply, etc.
		d)	Functioning of fire detection, mitigation and fighting systems.
		e)	Functioning of electrical systems and fittings & fixtures, air-conditioning & ventilation equipment, etc.
		f)	Functioning of communication network, surveillance system, etc.
		g)	Demonstration of automatic switch-over to DG power from commercial power and vice-versa.
		h)	Integration of DG & UPS operations, and its capabilities, etc.
		i)	Review of all 'As-built' drawings and QA reports.
Test & Trials			
12	Test & Trials		After successful completion of all tests and inspections, Drive-through X-ray Container Scanner System shall be at Customs/CBIC's disposal for a trial period of one month (30 days).
		a)	During trial period the Customs/CBIC's will operate the system. If the Drive-through X-ray Container Scanner System works in accordance with the agreed specifications and without faults or malfunctions.
		b)	If any fault or malfunctions are noted, the same shall be rectified and a further trial period of one month (30 days) shall be added to permit an additional attempt to meet contract specifications.
		c)	For this extension of one month, the warranty period would be extended by two months.
		d)	Only one extension of one month shall be granted. If the functioning of the system is not faultless in this extended period, no further extension shall be granted and the contract shall be liable for cancellation. The decision of the CBIC in this regard shall be final and binding on the supplier.

		e)	Customs and/or the Purchaser shall in no case be responsible for any loss of damage that may occur to the rejected stores while these are in its premises.
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FINAL ACCEPTANCE/COMPLETION OF WORK

7.8 On satisfactory completion of trials Completion of Work shall be effected by the Purchaser as follows:

- a) Drive-through X-ray Container Scanner System will be handed over to the Customs/CBIC by the Supplier after commissioning with all the specified certificates, free of recommendations and remarks, at the location of installation.
- b) The user Commissionerate will take delivery of the Drive-through X-ray Container Scanner System and sign the Deliver y & Acceptance Certificate.
- c) Acceptance of the Drive-through X-ray Container Scanner System by the Purchaser shall be subject to receipt by Customs/CBIC of the following documents (soft & hard copies) and items from the Supplier:
 - (i) Record of inspection, tests & trials of the Drive-through X-ray Container Scanner System including test reports, review documents submitted/ accepted during FAT and SAT;
 - (ii) Record of inventory of the equipment of the Drive-through X-ray Container Scanner System. This includes, besides the delivery of Drive-through X-ray Container Scanner System and its associated systems required for operation, all the accessories and tools, fixtures, test equipment, etc. required for maintenance or calibration purposes. The inventory shall also include all computer based systems such as servers, workstations, printers, terminals, communication systems & components, operating and application software and other hardware & software mentioned in FAT and SAT;
 - (iii) Scanning system manuals, operation& maintenance manuals and operating manuals for other equipment, drawings and plans pertaining to the Drive-through X-ray Container Scanner System as stipulated in the specifications;
 - (iv) Copy all applications/correspondence made with AERB or any other statutory authority and their approvals/correspondences including stipulations for operations within the site of installation and in public.

PERIODIC QUALITY ASSURANCE CHECKS/TESTS & SURVEILLANCE

7.9 Once the Scanner System is put under regular operation, it shall undergo periodic quality assurance checks/tests to ensure that the system/ sub-systems, safety features & interlocks, surveillance instruments, etc., are working as per the requisite specifications

and design intent. Regular surveys of radiation field/dose rates shall have to be made to ascertain that these are not exceeding the limits prescribed by AERB.

- 7.10** The periodicity of such checks/tests/surveillance will be decided based on the system/sub-system/instrument involved or as prescribed by the Regulator. (Bidder, if so desire, may propose the item-wise periodicity of quality assurance checks/tests and surveillance in his bid).

SECTION VIII
QUALIFICATION AND EVALUATION CRITERIA

8.0 Please refer clause no. 2.21 & 2.25 of ITB and Annexure –A.

SECTION IX
ANNEXURES AND FORMS

ANNEXURE A
QUALIFICATION AND RESPONSIVENESS INFORMATION
LIST OF DOCUMENTS TO BE ENCLOSED.

All bidders shall include the following information with their bids by scanning the relevant documents after being filled, signed with seal and serially numbered by the Bidder. The above shall be uploaded using their user-id and password in the N Procure portal on or before the last date of submission of tender mentioned in the NIT towards Cover A – Techno-commercial bid.

Sl. No.	Qualification Documents to be uploaded	Uploaded Page Ref. No.
1	Form I – Bid cover letter [as per Section II, clause 2.21.2 (i)]	To be submitted
2	Form II – Financial capability [as per Section II, clause 2.21.2 (iii)] Scanned copy of Profit & Loss statements for the last 3 (three) years ending 31st March of the previous financial year duly certified by the Chartered Accountant in support of meeting Financial Capability.	To be submitted
3	Form III Similar Work Experience [as per Section II, clause 2.21.2.(iv)] Scanned copies of work order(s) along with BOQ & respective satisfactory completion(s) / performance certificate(s) certificates in support of meeting Similar Work Experience	To be submitted
4	Form III A – Details of TDS certificate (if applicable) [as per Section II, clause 2.21.2.(iv)] In case of experience other than Central / State Government / Autonomous bodies / PSEs / PSUs / Public Limited Companies, the bidder has to submit scanned copies of TDS certificate	To be submitted
5	Scanned copies of (i) EPF registration certificate; (ii) ESI; (iii) Permanent Account Number [PAN]; (iv) Income Tax Return of preceding three years; and (v) GST Registration Certificate [as per Section II, clause 2.21.2.(v)]	To be submitted

6	Form IV – Declaration of Authorized Representative [as per Section II, clause 2.21.2.(vi)]	To be submitted
7	Form V – Schedule of No Deviation [as per Section II, clause 2.21.2.(vii)]	To be submitted
8	Form VI Declaration by the Bidder [as per Section II, clause 2.21.2.(viii)]	To be submitted
9	Form VII – Bank Mandate Form [as per Section II, clause 2.21.2.(ix)]	To be submitted
10	Form VIII -Tender Acceptance letter [as per Section II, clause 2.21.2.(x)]	To be submitted
11	Duly filled in Form-IX – “Local Content declaration & Self Certification” [wherever applicable if specifically asked for in bid document] [as per Section II, clause 2.21.2.(xi)]	To be submitted
12	Form- X - Integrity pact [as per Section II, clause 2.21.2.(xii)]	To be submitted
13	Form-XI – “Bid Securing Declaration” [as per Section II, clause 2.21.2.(xiii)]	To be submitted for exempted bidders
14	Details of Technical Manpower to be deployed for execution of work [wherever applicable if specifically asked for in bid document] [as per Section II, clause 2.21.2.(xiv)]	Not Applicable
15	Scanned copy of valid license "ESB/" ESA"/"EA" grade issued by the Licensing Board [wherever applicable if specifically asked for in bid document] [as per Section II, clause 2.21.2.(xv)]	Not Applicable
16	The bidder shall submit the technical details and Brochure of the proposed plant to be commissioned/deployed along with technical bids along with necessary certifications as per the technical requirement.	To be submitted
17	FORM-XII - Declaration of Power of Attorney in case of JV /Consortium	To be submitted in case of

		JV/Consortium
18	FORM-XIII - Declaration of Power of Attorney for Lead Member of JV / Consortium	To be submitted in case of JV/Consortium
19	Any other documents which need to be uploaded.	
20	Total number of the pages uploaded by the bidder (mention the page no. starting from to end)	
	1. Starting page no.	To be filled in
	2. Ending page no.	To be filled in
	3. Total number of pages	To be filled in

(Fill the page numbers where the documents have been uploaded in the table provided above)

(Signature of Authorized Person)

Place:

Date:

Name

Designation

Business Address:

.....

Seal.....

FORM I

(To be in the Firm's letter head)

Date:

BID COVER LETTER

1. Registered Business Name :
2. Registered Business Address :
3. Name, Designation & address of the Contact Person to whom all references shall be made regarding this tender :
4. Telephone / Mobile No. :
5. Fax :
6. E-Mail :

To
The Chief Mechanical Engineer,
Mechanical Engineering Department,
Deendayal Port Authority,
Gandhidham – 370201.

Sir,

1. We hereby apply to be qualified for the tender invited by the Deendayal Port Authority, Gandhidham as a bidder for the work “ _____ ”
2. We hereby give our consent to the Port or its authorized Representative(s) to conduct any investigations to verify the statements, documents and information submitted and to clarify the financial and technical aspects of this application. For this, we hereby authorize (any Public Official, Engineer, Bank, Depository, Manufacturer, Distributor, etc.) or any other person or firm to furnish pertinent information deemed necessary and requested by the Port to verify statements and information provided in this application or regarding our competence and standing.
3. We the undersigned have read and examined in detail the Bid document in respect of work intended and do hereby express our interest to execute the intended work.
4. We certify that goods & services offered shall be of best quality and the manpower who shall be deployed for the work are competent enough and have necessary qualifications for taking up this assignment

The names and positions of persons who may be contacted for further information, if required, are as follows

- a) For Technical: Shri/Smt (Name, position, Address, contact number and email id)
- b) For Financial: Shri/Smt (Name, position, Address, contact number and email id)
- c) For Personnel: Shri/Smt (Name, position, Address, contact number and email id)
- 5. We declare that the statements made and the information provided in the application are complete, true and correct in every detail.
- 6. We understand that Deendayal Port Authority reserves the right to reject any application without assigning any reasons.

Thanking you,

Yours faithfully,

(Signature of Authorized Person)

Place:

Date:

Name
Designation
Business Address:
.....
Seal.....

FORM II

(To be in the Firm's letter head)

Date:

FINANCIAL CAPABILITY

The details of Summary of Annual Turnover of the Bidder on the basis of the Audited Balance Sheet for the last three financial years shall be given as under

Sl. No.	Financial year	Total Turnover	Uploaded page no. reference
01	Year 20.... -	₹.....	
02	Year 20.... -	₹.....	
03	Year 20..... -	₹.....	

Note: The Profit & Loss statement and Balance sheet to be uploaded shall be duly certified by the Chartered Accountant with Unique Document Identification Number (UDIN).

Place:

Date:

(Signature of Authorized Person)

Name

Designation

Business Address:

.....

Seal.....

FORM III

(To be in the Firm's letter head)

Date:

SIMILAR WORK EXPERIENCE

The Bidders experience in similar work carried out each in any Central / State Government / Autonomous bodies / PSEs / PSUs / Public Limited / Major Ports / Minor Ports or Private Limited Companies, for evaluating the Eligibility Criteria for pre-qualification to be provided using the format as below:

Details of Similar Work Experience

Sl. No	Name of work	Value of work executed (in Rs.)	Work order reference No.	Contract period		Date of completion certificate	Name and address of the Client	Uploaded page no. reference
				Commencement	completion			
1								
2								
3								

Note:

1. The copies of the documents containing above information like work order and completion certificate have to be uploaded duly self-attested.
2. In case of experience other than Central / State Government / Autonomous bodies / PSEs / PSUs / Public Limited / Major Ports / Minor Ports or Private Limited Companies, the bidder has to submit TDS certificate for the past experience to be uploaded, as provided in **Form III (A)**, only then the experience will be considered.

Yours faithfully,

(Signature of Authorized Person)

Name

Designation

Business Address:

.....

Seal.....

Place:

Date:

FORM III (A)

(To be in the Firm's letter head)

Date:

DETAILS OF TDS CERTIFICATE

In case of experience other than Central / State Government / Autonomous bodies / PSEs / PSUs / Public Limited Companies / Major/Minor Ports, the bidder has to provide the details of the TDS certificate in the form provided below and shall submit TDS certificate for the past experience to be uploaded, only then the experience will be considered.

Sl. No.	Name of work	Value of work executed (in Rs.)	Work order reference No.	TDS Certificate		Name and Address of the Client	Uploaded page no. reference
				No.	Amount		
1							

Place:

Date:

(Signature of Authorized Person)

Name

Designation

Business Address:

.....

Seal.....

FORM IV

DECLARATION OF AUTHORISED REPRESENTATIVE

(To be provided in non-judicial stamp paper with denomination ₹300/-)

(Separate Forms to be submitted for each Signatory with details of Proprietor or Partner or Managing Director)

I/We,(Name) being the (Partners/Karta/Managing Directors and whole time Director/Members of Managing Committee of Associations/Board of Trustees etc.) of (Name of the Bidder), hereby solemnly affirm and declare that the..... (Authorized Signatory) is hereby authorized, vide resolution No. (Resolution Number) dated..... (Resolution Date) (copy submitted herewith), to act as an authorized signatory for the business..... (Name of the Bidder) for which submission of bid is being filed under the tender. All his actions in relation to this tender will be binding on me/us.

Signature of the person competent to sign

Name:

Description:

Name of the Business Entity:

Acceptance as an Authorized Signatory

I (Authorised Signatory) hereby solemnly accord my acceptance to act as authorized signatory for the above referred business and all my acts shall be binding on the business.

Signature of Authorised Signatory

Name:

Description:

Place:

Date:

Note:

1. For the purpose of this tender and the Agreement, the tender, forms, Agreement and other documents shall be signed only by the persons, who are themselves in a position to undertake the work and possessing all other resources required for the purpose. The tender shall contain the name, residence and place of business of the person or persons submitting the tender and shall be signed by the Bidder with his usual authorized representatives followed by the name and Description the person signing the document along with a copy of the partnership deed. A copy of the constitution of the firm with the names and addresses of all the partners shall be furnished.
2. Tender by a corporation shall be signed in the name of the corporation by a duly authorized representative, and a power of attorney in that behalf shall accompany the tender. In the case of company, a copy of the Memorandum and Articles of Association shall be furnished.
3. Tenders may be submitted by agents on behalf of their principals, but in such cases the Board reserves the right to enter into contract with the principals, Director, with the principals and agents jointly as deemed appropriate.

FORM V

SCHEDULE OF NO DEVIATION

This is with reference to Tender No..... for
“.....”

I/We, (Name of the Bidder / Authorized Representative of the Bidder) of
M/s. (Name of the organization), hereby certify that there is no deviation
from the tender conditions either technical or commercial or tender enquiry and I/We am/are agreeing
to all the terms and conditions mentioned and comprised in relation to the above-mentioned Tender.

Place:

Yours faithfully,

Date:

(Signature of Authorized Person)

Name

Designation

Business Address:

.....

Seal.....

Witness with signature

1) Name & Address

.....
.....
.....

2) Name & Address

.....
.....
.....

FORM VI

DECLARATION BY THE BIDDER

(To be provided in ₹300 Stamp Paper)

To
The Chief Mechanical Engineer,
Mechanical Engineering Department,
Deendayal Port Authority,
Gandhidham – 370201.

I/We M/s. represented by its Proprietor / Managing Partner / Managing Director having its Registered Office at and do declare that I/We have carefully read all the conditions of tender with NIT No....., dated, Basis in (Name Of The Department) Department At Deendayal Port Authority for a period of, (including extension if any), if needed and accepts all conditions of the tender including amendments/corrigendum subsequently issued by the tender inviting authority, if any. Further I/we confirm our eligibility for this tender and quoted as per the tender condition and Governing laws of India, in case of typographical error found in submitted documents/affidavits/declarations, in this case we accept all the Terms and conditions of bid documents and hereby confirm as under.

1. I/We have not made any counter conditions stipulation and conditions and I/We agree that in the event of any such counter conditions my/our tender will be summarily rejected and such offer will not be evaluated and considered at all by you.
2. I/We do hereby declare that we have not been blacklisted/ debarred by any Central / State Government / Autonomous bodies / PSEs/PSUs / Nationalized Banks / Public Limited or Private Limited Companies, etc., from taking part in the tendering process.
3. I/We have not made any payment or illegal gratification to any person/authority connected with the tendering process so as to influence the tendering process and have not committed any offence under the Prevention of Corruption Act in connection with the tender.
4. I/We hereby declare that, all information furnished by me/us with this tender is true to best of my/our knowledge, belief and in case, if it is found that, the information furnished is not true or partially true or incorrect, I/We agree that my/our tender shall be summarily rejected without prejudice to the right of the board of Trustees of Port of Deendayal Port Authority to take further action in to the matter.

Witness's signature

Name

Address.....

Tel. No.:

Mobile No.:

Date:

Bidder's signature

Name

Address.....

Tel. No.:

Mobile No.:

Date:

FORM VII

BANK MANDATE FORM

1. Name of the company :
2. Status :
3. Bank Name, Address & Branch :
4. IFSC Code :
5. MICR Code :
6. Branch Code :
7. Name of the Authorized Person :
8. Signature of the Authorized person
as per Bank :
9. E-Mail ID of Authorized Person :
10. Contact No. Landline/Mobile :

Copy of cancelled cheque may be enclosed if Bank signature not obtained.

Name & Seal of the Bank with Date

FORM VIII

TENDER ACCEPTANCE LETTER

(To be printed on company letterhead and filled, signed, and uploaded)

To

The Chief Mechanical Engineer
Deendayal Port Authority
Gandhidham-370201

Sir,

Subject:

Tender reference No.

1. I/We have downloaded/obtained the tender document(s) for the above-mentioned tender/work from the website, namely <https://etenders.gov.in/eprocure/app>, as per your advertisement given in the above-mentioned website(s).
2. I/We hereby certify that I/We have read the entire terms and conditions of the tender documents from Page No..... to (including all documents like annexure(s), schedules(s), etc., which form part of the contract agreement and I /we shall abide hereby and agree the terms /conditions /clauses contained therein.
3. The corrigendum(s) issued from time to time by Deendayal Port Authority for the above subject work has also been taken into consideration while submitting this acceptance letter.
4. I/We hereby unconditionally accept the tender conditions of above-mentioned tender document(s)/ corrigendum (s) in its totality /entirety.
5. I/We do hereby declare that our firms have not been blacklisted/ debarred by any Govt. Department/ Public sector undertaking.
6. I / We certify that all information furnished by me/ us is true & correct and in the event that the information is found to be incorrect/untrue or found violated, then Deendayal Port Authority shall without giving any notice or reason therefore, summarily reject the bid or terminate the contract, without prejudice to any other rights or remedy including the forfeiture of the full earnest money deposit absolutely.

Yours faithfully,

(Signature of the bidder with official seal)

Note: If the firm has been blacklisted or debarred or banned or delisted by any Government or Quasi-Government Agencies or Public Sector Undertaking in India, then the same should be declared properly after modifying the sentence, suitably.

FORM IX

Local content Declaration & Self Certification as per the Government of India Order towards Public Procurement (preference to Make in India) vide Letter No. P-45021/2/2017-PP(BE-II), (revised) Dated.16.9.2020)

(To be provided on ₹300/- non-judicial stamp paper)

I _____ (Name of the Person(s), S/o _____ at _____ (Address), working as _____ (Designation and name of the firm/Company/ partnership/ Joint venture), and I have been authorized to sign the Declaration / Self- Certification on behalf of firm / Company/partnership/ Joint venture do hereby solemnly affirm and declare as under:

That I will agree to abide by the terms and conditions of the policy of Government towards Public Procurement (preference to Make in India) vide Letter No. P- 45021/2/2017-PP(BE-II), (revised) Dated.16.9.2020. That the information furnished hereinafter is correct to be of my knowledge and belief and I undertake to produce relevant records before the procuring entity or any authority so nominated for the purpose of assessing the Local Content. That the local content for all inputs which constitute the said equipment has been verified by me and I am responsible for the correctness of the claims made therein. That in the event of the domestic value addition of the product mentioned herein is found to be incorrect and not meeting the prescribed value addition norms based on the assessment of an authority so nominated for the purpose of assessing the Local Content, action will be taken against me as per the notification P-45021/2/2017- PP(BE-II), (revised) Dated.16.9.2020.

I agree to maintain the following information in the company's record for a period of 8 years and shall make this available for verification to my statutory authority. The Details of the location(s) at which the local value addition is made

- i. Name and details of the Domestic manufacture
- ii. Date on which this certificate is issued
- iii. Product for which the certificate is produced
- iv. Percentage of local content. (% to be mentioned)

Signed by me at _____ on _____

Authorized signatory
(Name of the Firm entity)

Note: Required particulars are to be filled properly for acceptance.

FORM X
INTEGRITY PACT

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

Between [the Procuring Organisation] hereinafter referred to as “**The Principal,**” and hereinafter referred to as “**The Bidder/ Contractor.**” Preamble The Principal intends to award contract/s for, under laid down organisational procedures, The Principal values full compliance with all relevant laws of the land, rules, regulations, economical use of resources, and fairness / transparency in its relations with its Bidder(s) and / or Contractor(s).

To achieve these goals, the Principal shall appoint Independent External Monitors (IEMs) who shall monitor the tender process and the execution of the contract for compliance with the abovementioned principles.

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, shall 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 shall treat all Bidder(s) with equity and reason during the tender process. The Principal shall, in particular, before and during the tender process, provide to all Bidder(s) the same information and shall not provide to any Bidder(s) confidential / additional information through which the Bidder(s) could obtain an advantage in the tender process or the contract execution.
 - c. The Principal shall exclude from the process all known persons having conflict of interest.
- 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 shall inform the Chief Vigilance Officer and in addition shall initiate disciplinary proceedings.

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 the contract execution.

- a. The Bidder(s)/ Contractor(s) shall not, directly or through any other person or firm, offer, promise, or give to any of the Principal’s employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which they are not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or the execution of the contract.
- b. The Bidder(s)/ Contractor(s) shall not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal, in violation of the 244

Annexure 14: Integrity Pact Format Competition Act, 2002 (as amended from time to time). 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 cartelisation in the tender process.

- c. The Bidder(s)/ Contractor(s) shall not commit any offence under the relevant IPC/PC Act; further, the Bidder(s)/ Contractor(s) shall 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)/Contractors(s) of foreign origin shall disclose the name and address of the Agents/representatives in India, if any. Similarly, the Bidder(s)/Contractors(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 the Indian agent/representative must be in Indian Rupees only. Copy of the “Guidelines on Indian Agents of Foreign Suppliers” is placed on Annex hereto.
 - e. The Bidder(s)/ Contractor(s) shall, 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.
- 2) The Bidder(s)/ Contractor(s) shall not instigate third persons to commit offences outlined above or be an accessory to such offences.

Section 3 - Disqualification from the 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 credibility in question, the Principal is entitled to disqualify the Bidder(s)/Contractor(s) from the tender process or take action as per laid down procedure to debar the Bidder(s)/Contractor(s) from participating in the future procurement processes of the Government of India.

Section 4 – Compensation for Damages:

- 1) If the Principal has disqualified the Bidder(s) from the tender process before 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 Performance Bank Guarantee.

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 conforming to the anti-corruption approach or with any Public

Sector Enterprise in India that could justify his exclusion from the tender process.

2) If the Bidder makes an incorrect statement on this subject, the Principal shall act like para 2) of Section 4 above.

Section 6 – Equal treatment of all Bidders / Contractors / Subcontractors:

In the case of Sub-contracting, the Principal Contractor shall take responsibility for adopting the Integrity Pact by the Sub-contractor.

a. The Principal shall enter into agreements with identical conditions as this one with all Bidders and Contractors.

b. The Principal shall disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

Section 7 – Criminal charges against violating Bidder(s) / Contractor(s) / Subcontractor(s):

If the Principal obtains knowledge of the conduct of a Bidder, Contractor, or Subcontractor, or of an employee or a representative or an allied firm of a Bidder, Contractor or Subcontractor which constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal shall inform the same to the Chief Vigilance Officer.

Section 8 – Independent External Monitor:

1) The Principal shall appoint competent and credible Independent External Monitor(s) for this Pact after approval by the 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 parties' representatives and performs their functions neutrally and independently. The Monitor would have access to all Contract documents whenever required. It shall be obligatory for them to treat the information and documents of the Bidders/Contractors as confidential. They report to the Management of the Principal.

3) The Bidder(s)/Contractor(s) accepts that the Monitor has the right to access without restriction, all Project documentation of the Principal, including that provided by the Contractor. Upon their request and demonstration of a valid interest, the Contractor shall also grant the Monitor unrestricted and unconditional access to their project documentation. The same applies to Sub-contractors.

4) The Monitor is under contractual obligation to treat the information and documents of the Bidder(s)/ Contractor(s)/ Sub-contractor(s) with confidentiality. The Monitor has also signed declarations on 'Non-Disclosure of Confidential Information' and 'Absence of Conflict of Interest.' In case of any conflict of interest arising later, the IEM shall inform the Management of the Principal and recuse themselves from that case.

5) The Principal shall provide the Monitor with sufficient information about all meetings among the parties related to the Project, provided such meetings could impact the contractual relations between the Principal and the Contractor. The parties offer 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, they

shall inform the Management of the Principal and request the Management to discontinue or take corrective action or other relevant 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 shall submit a written report to the Management 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 Management of the Principal a substantiated suspicion of an offence under the relevant IPC/ PC Act, and the Management of the Principal has not, within the 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.

9) The word 'Monitor' would include both singular and plural.

Section 9 – Pact Duration:

This Pact begins when both parties have legally signed it. It expires for the Contractor 12 months after the last payment under the contract, and for all other Bidders, 6 months after the contract has been awarded. Any violation of the same would entail disqualifying the bidders and exclusion from future business dealings. 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 Management of the Principal.

Section 10 – Other provisions:

1) This agreement is subject to Indian Law. The place of performance and jurisdiction is the place from where the Tender/ Contract is issued.

2) Changes, supplements, and termination notices must be submitted in writing. Side agreements have not been made.

3) If the 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 shall strive to come to an agreement according 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 Annex, the Clause in the Integrity Pact shall prevail.

.....
(For & On behalf of the Bidder/Contractor)
(Office Seal)
Chief Mechanical Engineer
Place **Deendayal Port Authority**
Date

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

Witness 1:
Amal Rawat (C.A.E.E)
(Name & Address)
Assistant Executive Engineer (E)
Deendayal Port Authority
सहाय्यक अधिशासी इं. (वि.)
दीनदयाल पोर्ट प्र.

Witness 1:
.....
(Name & Address)

Annex-1 to Integrity Pact - Guidelines for Indian Agents of Foreign Suppliers

- 1.1 There shall be compulsory registration of agents for all Global Tender Enquiries (GTE) and Limited Tender Enquiries (LTE). An agent not registered with the Procuring Entity shall apply for registration with them.
 - 1.2 Registered agents shall file an authenticated Photostat copy duly attested by a Notary Public/Original certificate of the Principal confirming the agency agreement and giving the status being enjoyed by the agent and the commission/remuneration/salary/ retainer ship being paid by the Principal to the agent before the placement of an order by the Procuring Entity.
 - 1.3 Wherever the Indian representatives have communicated on behalf of their principals and the foreign parties, have stated that they are not paying any commission to the Indian agents, and the Indian representative is working based on salary or as a retainer, a written declaration to this effect should be submitted by the party (i.e., Principal) before finalising the Contract.
- 2.0 Disclosure of Particulars of Agents/ Representatives in India, if any.
- 2.1 Bidders of Foreign nationality shall furnish the following details in their offer:
 - 2.1.1 The name and address of the agents/representatives in India, if any and the extent of authorisation and authority given to commit the Principals. If the agent/representative is a foreign Company, it shall be confirmed whether it is a real functioning Company, and details of the same shall be furnished.
 - 2.1.2 The amount of commission/remuneration included in the quoted price(s) for such agents/representatives in India.
 - 2.1.3 Confirmation of the Bidder that the commission/ remuneration, if any, payable to his agents/representatives in India, may be paid by the Procuring Entity in Indian Rupees only.
 - 2.2 Bidders of Indian Nationality shall furnish the following details in their offers:
 - 2.2.1 The name and address of the foreign principals indicating their nationality as well as their status, i.e., whether manufacturer or agents of manufacturer holding the Letter of Authority of the Principal specifically authorising the agent to make an offer in India in response to tender either directly or through the agents/representatives.
 - 2.2.2 The amount of commission/remuneration included in the price (s) quoted by the Bidder for himself.
 - 2.2.3 Confirmation of the foreign principals of the Bidder that the commission/remuneration, if any, reserved for the Bidder in the quoted price (s) may be paid by the Procuring Entity in India in equivalent Indian Rupees on satisfactory completion of the Project or supplies of Stores and Spares in case of operation items.
 - 2.3 In either case, in the event of the contract materialising, the payment terms shall provide for payment of the commission /remuneration, if any, payable to the

agents/representatives in India in Indian Rupees on expiry of 90 days after the discharge of the obligations under the contract.

- 2.4 Failure to furnish correct and detailed information as called for in paragraph - 2.0 above shall render the concerned bid liable to rejection or, in the event of a contract materialising, the same liable to termination by the Procuring Entity. Besides this, there would be a penalty of banning business dealings with the Procuring Entity or damage or payment of a named sum.

Annex-2 to Integrity Pact – Appointment and Role of IEMs

1. Appointment of IEMs:

- i). Integrity Pact would be implemented through a panel of Independent External Monitors (IEMs) nominated by CVC at an organisation's request from its list of empanelled IEMs. Three IEMs shall be appointed for Maharatna and Navratna PSUs, and two IEMs shall be nominated in all other organisations.
- ii). The IEMs appointed should be eminent persons of high integrity and reputation. A periodical notice inviting applications from eligible persons shall be published on the CVC's website. After due scrutiny and verification of the applications and accompanying documents, as may be deemed appropriate, the name(s) would be included in the panel for nomination as IEM.
- iii). The zone of consideration of eminent persons for empanelment as IEMs would consist of:
 - a) Officers who have held the post of Additional Secretary to Govt of India or were in the equivalent or higher pay scale at the time of retirement (whether serving with Govt of India or any State Govt.).
 - b) Persons who held the CMD post of Schedule 'A' Public Sector Enterprise and were equivalent to Additional Secretary to Govt of India at retirement.
 - c) Persons who have held the post of CMD/MD and CEO of Public Sector Banks, Insurance Companies, and other Financial Institutions at retirement.
 - d) Chief Executive Officer of an organisation (other than listed above and were equivalent or higher to Additional Secretary to Govt, of India, at the time of retirement).
 - e) Armed Forces Officers in the pay scale equivalent or higher to Additional Secretaries to Govt of India at retirement.
 - f) The age of IEM should not be more than 70 years at the time of appointment.
 - g) If a retired person has accepted a full-time assignment, post-retirement, either in the government sector, private sector, or elsewhere, he shall not be eligible to be on the panel of IEMs. All those empanelled persons who accept full-time assignments elsewhere would cease to remain on the panel from the date they have taken the assignment. In this regard, it would be incumbent upon the empanelled persons to immediately inform CVC about the acceptance of fulltime assignment by them.
 - h) All IEMs should sign non-disclosure agreements with the organisation in which they are appointed.
 - i) A person acting as an IEM shall not be debarred from taking up other assignments, such as consultancy with other organisations or agencies, subject to his declaring that their additional

assignment does not involve any conflict of interest and is not a full-time assignment. The IEMs must also sign a declaration of absence of conflict of interest with existing assignments. In case of any conflict of interest arising later from an entity wherein he is or has been a consultant, the IEM should inform the CEO and recuse themselves from that case.

j) A person may be appointed as an IEM in a maximum of three organisations at a time. An empanelled person cannot be appointed in one organisation for over three years.

2. Role of IEMs in Integrity Pact:

i). Bidders or their authorised representative may address to the IEMs all the representations/grievances/complaints related to any discrimination on account of lack of fair play in modes of procurement and tendering systems, tendering method, eligibility conditions, bid evaluation criteria, commercial terms & conditions, choice of technology/specifications etc.

ii). The entire panel of IEMs should examine the matter jointly, who would investigate the records, conduct an examination, and submit their joint recommendations to the Management of the Procuring Entity. If the entire panel is unavailable for unavoidable reasons, the available IEM(s) shall examine the complaints. Consent of the IEM(s), who may not be available, shall be taken on record. The IEMs would be provided access to all documents/records of the tender for which a complaint or issue is raised before them, as and when warranted.

iii). The role of IEM is advisory, and the advice of IEM is non-binding on the Organization; however, their advice would help properly implement the Integrity Pact.

iv). IEM should examine the process integrity; they are not expected to concern themselves with fixing the responsibility of officers. IEMs should not associate CVO and /or the officials of the vigilance wing during the examination of the complaints in any manner. A matter being examined by the IEMs can be separately investigated by the CVO if a complaint is received or directed to them by the CVC.

3. Systemic Improvements:

i). The Procurement wing of the organisation shall hold quarterly meetings with the IEMs. A summary of contracts awarded in the previous quarter, covered under the Integrity Pact, shall be shared with the IEMs during the quarterly meeting. Such a summary of contracts should include details like tender number, mode of tendering, the period allowed for publicity, number of bids received, number of bidders considered eligible, and name and address of the successful bidder.

ii). The above summary of contracts is to help the IEMs in analysing whether an appropriate mode of tendering is being adopted by the organisation, i.e., limited tender mode or nomination mode is not unduly used, the number of bidders is not too low, a large number of bidders are not excluded while judging the eligibility or during the technical bid evaluation stage, and whether particular firm or set of specific firms is repeatedly getting contracts etc. Based on their analysis, the IEMs can suggest to the management suitable systemic improvement(s) and measures to improve objectivity in decision-making, capacity building, etc.

iii). It would be desirable to have structured meetings of the IEMs with the Chief Executive of the Organization on a half-yearly basis to discuss and review the information on tenders awarded during the preceding six-month period. Additional such meetings, however, can be

held as per requirement. All such meetings with the Procurement wing or with the organisation's Chief Executive should be minuted.

4. Dispute Mediation:

In case of any dispute between the management and the contractor relating to those contracts where an Integrity Pact is applicable, in case both the parties are agreeable, they may try to settle the dispute through mediation before the panel of IEMs in a time-bound manner. If required, the organisations may adopt any mediation rules for this purpose. However, no more than five meetings shall be held for dispute resolution. Both parties shall equally share the fees/expenses on dispute resolution. If the dispute remains unresolved even after mediation by the panel of IEMs, the organisation may take further action as per the terms & conditions of the contract.

5. Entitlements of IEMs:

- i). IEMs shall be paid fees of ₹25,000/- per sitting subject to a maximum of ₹3,00,000/- in a calendar year for the sitting fees.
- ii). The travel and stay arrangements for the IEMs for such meetings shall equal their entitlements at retirement. Booking travel tickets, as per the mode of travel indicated by the IEM in writing (including email), the organisation shall do local transport and stay. The organisation concerned shall provide a place for meetings and secretarial assistance to IEMs for rendering their job. No payment instead of secretarial aid shall be paid to the IEMs.
- iii). As mentioned above, the travel/ stay arrangements and fees for meetings held by IEMs for mediation between the management and the contractor shall be the same but in addition to the fees for the regular meetings and would be over and above the ceiling of ₹3,00,000/- as per calendar year.

FORM XI

BID SECURING DECLARATION

(Mandatory for MSEs, Start-ups & other entities that are exempted from paying EMD)

(On Contractors Letter head)

Date:.....

Tender No.

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

I/We, the undersigned, declare that:

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

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

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

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

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

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

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

Corporate Seal (where appropriate)

FORM XII

DECLARATION OF POWER OF ATTORNEY

(To be executed before Notary Public on a Non-Judicial Stamp Paper of at least ₹300)

Dated:

POWER OF ATTORNEY

To whomsoever it may concern

Mr. _____ **[Name of the Person(s)]**, residing at _____
[Address of the person(s)], acting as **(Designation of the person and name of the firm)**, and whose signature is attested below, is hereby authorized on behalf of _____ **[Name of the Bidder (in case of a consortium, name of the lead member)]** to sign the tender **[(Tender No.....and (Tender subject- “ ”)]** and submit the same and is hereby further authorized to provide relevant information/ document and respond to the enquiry's etc. as may be required by Deendayal Port Authority (DPA) in respect of the tender.

And I/ we hereby agree that all acts, deeds and things lawfully done by our said attorney shall be construed as acts, deeds and things done by us and I/ we undertake to ratify and confirm all and whatsoever that my / our said attorney shall lawfully do or cause to be done for me / us by virtue of the power hereby given.

(Attested signature of Mr.)

For..... (Name of the Bidder / Consortium Members with Seal)

Note :

(In case of Consortium, representative of all members must sign)

FORM XIII

DECLARATION of POWER OF ATTORNEY FOR LEAD MEMBER OF CONSORTIUM
(To be executed before Notary Public on a Non-Judicial Stamp Paper of at least ₹300)

POWER OF ATTORNEY

Whereas Deendayal Port Authority, Gandhidham (“the Authority”) has invited tenders from interested parties for “.....” (Tender No).

Whereas,, And (collectively the “Consortium”) being members of the Consortium are interested in bidding for the Tender in accordance with the terms and conditions of the Tender Document and other connected documents in respect of the said tender, and

Whereas it is necessary under the Tender Document for the members of the Consortium to designate one of them as the Lead Member with all necessary power and authority to do for and on behalf of the Consortium, all acts, deeds and things as may be necessary in connection with the Consortium’s bid for the Tender and its execution.

NOW THEREFORE KNOW ALL MEN BY THESE PRESENTS

We, M/s. Having our registered office at, M/s..... having our registered office at, M/s. having our registered office at, and M/s. having our registered office at, [the respective names and addresses of the registered office] (hereinafter collectively referred to as the “Principals”) do hereby designate, nominate, constitute, appoint and authorize M/s.having its registered office at, being one of the members of the Consortium, as the Lead Member and true and lawful attorney of the Consortium (hereinafter referred to as the “Attorney”). We hereby irrevocably authorize the Attorney to conduct all business for and on behalf of the Consortium and any one of us during the bidding process and, in the event the Consortium is awarded the Contract, during the execution of the contract, and in this regard, to do on our behalf and on behalf of the Consortium, all or any of such acts, deeds or things as are necessary or required or incidental to the pre-qualification of the Consortium and submission of its bid(s) for the tender, including but not limited to signing and submission of all applications, bids and other documents and writings, participate in Pre Bid and other conferences/meetings, respond to queries, submit information/ documents, sign and execute contracts and undertakings consequent to acceptance of bid(s) of the Consortium and generally to represent the Consortium in all its dealings with the Authority, and/or any other Government Agency or any person, in all matters in connection with or relating to or arising out of the Consortium’s bid(s) for the tender and/or upon award thereof till the Agreement is entered into with the Authority.

AND hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things lawfully done or caused to be done by our said Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us / Consortium.

IN WITNESS HEREOF WE HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS
DAY OF.....20**

For.....(Name & Title)

For.....(Name & Title)

For.....(Name & Title)

Witnesses:

1.

2.

(To be executed by all the members of the Consortium)

ANNEXURE B
CONTRACT AGREEMENT FORM
(To be executed on ₹300/- non-judicial stamp paper)

This AGREEMENT is made on this day ofMonth of..... Two Thousand
(..... 20....) between the Board of Deendayal Port Authority, a body corporate under
Major Port Authority Act, 2021, having its office at administrative building, Deendayal Port,
Gandhidham–370 201 (herein after referred to as the 'Board' which expression shall unless excluded by
or repugnant to the subject or context be deemed to include the successor in office) of the one part.

And

M/s....., (a partnership firm / proprietorship firm /
company registered under the laws of India) having its place of business at
(Hereinafter referred to as 'Contractor' which expression shall, unless excluded by, or repugnant to the
context be deemed to include his heirs, executors, administrators, representatives and assigns or his
successors in office) of the other part.

WHEREAS the Board of Deendayal Port Authority, Gandhidham is desirous of the executing the
“
_____”
”

WHEREAS the Contractor has offered to execute, complete and maintain such works till handing over
the Board and whereas the Board has accepted the tender of the Contractor for an amount of
₹ _____ (Rupees _____) only and

WHEREAS the Contractor has furnished a sum of ₹ _____/-
(Rupees _____
_____ only) as Earnest Money Deposit (EMD) at the time of tendering, which
will be adjusted against Security deposit as stipulated in **Clause No. 2.20.8** of the **Section II** of the
bid document and the Security deposit will be collected by deductions from the monthly running bills,
at the rates mentioned therein for the due fulfilment of all the conditions of the Contract.

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this agreement words and the expressions shall have the same meanings as are respectively
assigned to them in the conditions of the contract hereinafter referred to.
2. The following documents shall be deemed to form and be read and construed as part of this
Agreement viz.
 - (a) Notice inviting tender
 - (b) The original Tender Document
 - (c) Bid document uploaded by the Bidder
 - (d) Letter of Acceptance
 - (e) Any correspondences and documents exchanged between the Contractor & Board in connection with
tender/Contract.

3. The Contractor hereby covenants with the Board to execute, complete and maintain the work till handing over the Board in all respects in in conformity and in all respects with the provisions of this Agreement.
4. The Board hereby covenants to pay the Contractor in consideration of such execution, completion, and maintenance of the work for the “Contract Price” at the time and in the manner prescribed by the Contract.

IN WITNESS WHEREOF the parties here into have set their hands and seals the day and year first written.

The common seal of the Board of Deendayal Port Authority was here into affixed and Thethereof, has set his Hand in the presence of

Deendayal Port Authority

Signed and sealed by
The Contractor in the presence of

Witness with signature

1) Name & Address

2) Name & Address

ANNEXURE C

BANK GUARANTEE FORMAT FOR EMD

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

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

Beneficiary's Bank details area as under

Account No. 10316591671

IFSC Code: SBIN0060239

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

Date:

Tender Guarantee No.:

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

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

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

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

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

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

[Signature(s)]

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

ANNEXURE D

BANK GUARANTEE FORMAT FOR PERFORMANCE SECURITY DEPOSIT

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

In consideration of the Chairman representing the Board of Deendayal Port (hereinafter called "The Port") having agreed to exempt (hereinafter called "said contractors") from the demand, under the terms and conditions of the contract awarded in No dated made between and for (herein after called "said Agreement") of Performance security for the due fulfillment by the said contractor(s) of the terms and conditions contained in the said Agreement, on the production of Bank Guarantee for ₹ (Rupees.....only).

We* (hereinafter referred to as the Bank) at the request of the contractor(s) do here by undertake to pay to the Port an amount not exceeding Rs. Against any loss or damage caused to or suffered or would be caused to or suffered by the Port by reason of any breach by the said contractor (s)of any of the terms and conditions contained in the said Agreement.

We*do here by undertake to pay the amounts due payable under this Guarantee without any demur, merely on demand from the Port stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the Port by reason of any breach by the said contractor(s) of any of the terms and conditions contained in the said Agreement or by reason of the contractor(s) failure by performing the said Agreement. 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 an amount not exceeding Rs.....

We undertake to pay to the Port any money so demanded notwithstanding any dispute or disputes raised by the Contractor(s) in any suit or proceedings 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.

We* further agree that the Guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Agreement and that it shall continue to be enforceable till all the dues of the Port under or by virtue of the said agreement have been fully paid and its claims satisfied or discharged or till the Engineering Department, Deendayal Port Authority certified that the terms and condition of the said Agreement had been fully and properly carried out by the said contractor's and accordingly discharges this Guarantee. Unless a demand or claim under this Guarantee is made on us in writing within three months from the date of expiry of the validity of the Guarantee period, we shall be discharged from all liability under this Guarantee thereafter provided further that the Bank shall at the request of the Port but at the cost of Contractor(s) renew or extend this Guarantee for such further period or periods as the Port may require.

We * further agree the Port, that the Port shall have the fullest liberty without consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extend the time of performance by the said Contractor(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the Port against the said Contractor(s)or for any Forbearance, act or omission on the part of the Port or any indulgence by the Port to the said Contractor(s) or by any such matter or thing whatsoever which under the Law relating to sureties would but for this provision, have the effect of so relieving us.

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

We* lastly undertaken to revoke this Guarantee during its currency except with the previous consent of the Port in writing. (Validity/Period should be noted)

This guarantee is valid up to (period) Dated the.....day of 20 for **

Indicate here the name of the Bank Indicate here the period or date.

ANNEXURE E

**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 thename 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 EANESE MONEY DEPOSIT

(1) Insurance Surety Bond for Earnest Money Deposit should be executed on non-judicial Stamp papers of requisite value in accordance with the stamp Act if applicable to that particular state of Indian Union country of executing Insurance Company, where executed. In case the same is issued by an International Insurance Company (it should be registered under insurance Act 1938 or as amended from time to time and approved by the Insurance Regulatory Development Authority of India (IRDAI)) the law prevalent in the country of execution shall prevail for the purpose of Stamp Duty on the Insurance Surety Bond. However, in such a case, the Insurance Surety Bond for Earnest Money Deposit shall be got confirmed by the Bidder through any Indian Scheduled/Nationalized Insurance Company.

(2) The executing officers of the Insurance Surety Bond for Earnest Money/Bid Security shall clearly indicate in (block letters) his name, designation, Power of Attorney No./Signing Power No. as well as telephone/ fax numbers with full correspondence address of the issuing Guarantee etc.

(3) Each page of the Insurance Surety Bond for Earnest Money Deposit shall be duly signed/initialed by the executing officers and the last page shall be signed in full, indicating the particulars as aforesaid (sub-para 2) under the seal of the Insurance Company.

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

(5) Irrevocable, valid and fully enforceable Insurance Surety Bond in favour of the Employer (Name of Employer) issued by any Insurance Company registered under insurance Act amended from time to time and approved by the Insurance Regulatory Development Authority of India (IRDAI) in Indian currency (INR) only is acceptable to the Employer.

(6) Insurance Surety and for Bid security in original shall be submitted along with the Bid However, the issuing Insurance Company shall submit an unstamped duplicate copy of Insurance Surety Bond directly by registered post (A.D.) to the Employer (authority inviting tenders) with forwarding letter.

ANNEXURE F

FORMAT FOR INSURANCE SURETY BOND FOR PERFORMANCE SECURITY DEPOSIT

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

(Insurance Surety Bond No...)

Date

(Name of the Contract)

To:

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

Dear Sir,

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

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

The Employer shall have the fullest liberty, without affecting in any way the liability of the

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

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

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

Dated this.....day of.....20.....at.....

WITNESS

Signed for and on behalf of the Insurance Company

1.....

 (Signature)

(Signature)

2.....

 (Name)

(Name)

Notes:

- 1. (*) This sum shall be Five percent (5%) of the accepted tender value denominated in the types and proportions of currencies.

(@) The Performance Guarantee should be valid for a period of 60 days beyond the date of completion of all contractual obligations of the contractor, including Defect Liability Period.

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

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

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

3. Insurance Surety Bond is required to be submitted directly to the Employer by the issuing Insurance Company (on behalf of Contractor) under registered post (A.D.). The Contractor can submit an advance copy of Insurance Surety Bond to the Engineer.
4. The issuing Insurance Company shall write the name of Insurance Company's controlling branch/ Head Office along with contact details like telephone no., e-Mail Id and full correspondence address in order to get the confirmation of Insurance Surety Bond from that branch/Head office, if so required.

ANNEXURE – G
INVITATION AND DECLARATION FOR NEGOTIATIONS

INVITATION FOR NEGOTIATIONS

(On letterhead of the procuring entity)

No: _____ Dt: _____

To M/ s _____ Registered A/ D

Sub: Tender No ----- opened on -----for the execution of -----

Dear Sir,

The rates quoted in your tender are considered high. You are therefore, requested to come for negotiations of rates, on..... (date) at..... (time) at..... (venue).

You should, however, come for negotiations only in case you are prepared to furnish before such date the declaration appended herewith.

A copy of the form in which you may submit your revised offer after negotiations is enclosed.

Yours faithfully,
(Authorised Officer)

Enclosure:

- (1) Form of Declaration
- (2) Form of Revised Offer

FORM OF DECLARATION

(To be signed and submitted before start of negotiations)

(On company letterhead)

No: _____ Dt: _____

To _____

Sub: Tender No ----- Opened on -----for the execution of -----

Ref: Your invitation for negotiations No: dated:

Dear Sir,

I _____ duly authorised on behalf of M/ s. _____ do declare that in the event of failure of the contemplated negotiations relating to Tender No. _____ opened on _____ my original tender shall remain open for acceptance on its original terms and conditions.

Yours faithfully,
Signatures of bidder, or officer
authorised to sign the bid documents
on behalf of the bidder

Place: _____

Date: _____

ANNEXURE – H
FORMAT OF REVISED OFFER IN NEGOTIATIONS

Revised Offer in Negotiations

(On company letterhead)

From.....
Full address.....
To

Sir,

Sub: **Tender No ----- opened on -----for the execution of -----**

Ref: Your invitation for negotiations no: dated:

1. On further discussions with your representatives onin response to your letter no dated

We are not prepared to reduce the rates already quoted in the original tender, which will remain valid up to.....

Or

1. I/ we reduce my/ our rates as shown in the enclosed schedule of items.

2. I/ we am/ are aware that the provisions of the original bidding document remain valid and binding on me.

3. I/ we undertake to execute the contract as per following Schedule.....

4. I/ we agree to abide by this tender on the revised rate quoted by me/ us, it is open for acceptance for a period of 120/ 180 days from this date, *i. e.*, up to and in default of my/ our doing so, I/ we will forfeit the earnest money deposited with the original tender/ attached herewith. Eligibility as valid tenderers shall be deemed to be the consideration for the said forfeiture.

Yours faithfully,

Signatures of bidder or
Officer authorised to sign the bid
documents on behalf of the bidder

ANNEXURE – I

LETTER (NOTIFICATION) OF AWARD (LOA) OF CONTRACT

Name of the procuring entity _____

LETTER OF AWARD OF CONTRACT

Confidential

Contract No: [Insert date]

Contract Title:

To,

M/ s. [Insert name & address]

Sub: Award of contract for contract no: [insert contract number] and contract title: [insert contract title]

Reference: Your offer no. [insert offer number] against our tender no. [insert tender no] opened on [insert date of opening of tender]

Dear Sir/ Madam

I am directed to inform you that after evaluating the bid documents submitted by you on [enter date] Government of India is pleased to inform you that you have been selected as the successful bidder for [enter description of the work]. The total contract price shall be [enter amount] as indicated in your financial bid submitted on [enter date], in accordance with the procedures intimated in the relevant bid documents.

You/ your authorised representative(s) are requested to be personally present at [insert address] for the signing of the contract by [enter date].

In this respect, we also request you to submit the performance security of [insert amount of Rupees in words] by [insert date]. Security deposit being __ % (___ percent) of the total cost = ₹ _____.

Please apply for refund of EMD deposited over and above the SD of if any.

You are requested to execute necessary agreement within seven days from the date of issue of this letter in the enclosed agreement form. Special adhesive stamp of ₹10 (ten) and revenue stamp of Rs. One shall be affixed on the enclosed agreement form. Treasury receipts of EMD and SD shall be deposited in office within the stipulated time limit as above.

This notification concludes the legally binding contract between the Contractor and DPA, till issue of a formal contract.

Yours truly,

[Authorised Officer]

Enclosure: Agreement Form along with the schedule of deliver

ANNEXURE J (PART 1)

FORM OF APPLICATION BY THE CONTRACTOR FOR SEEKING EXTENSION OF TIME

PART – 1

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

(a)	1 st extension vide EE's No.	Dated	Month	Days	
(b)	2 nd extension vide EE's No.	Dated	Month	Days	
(c)	3 rd extension vide EE's No.	Dated	Month	Days	
(d)	4 th extension vide EE's No.	Dated	Month	Days	Total

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

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

Total period on account of hindrance mentioned above..... Month Days
12. Extension of time required for extra work
13. Details of extra work and amount involved:

(a)	Total value of extra work
(b)	Proportionate period of extension of time based on estimated amount put to tender on account of extra work.
14. Total extension of time required for 11 & 12 Submitted to the Sub-Divisional Officer.....

Signature of Contractor Date:

ANNEXURE J (PART 2)

APPLICATION FOR EXTENSION OF TIME

PART – 2

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

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

Signature of Divisional Officer
Dated:

(To be filled in by the Executive Engineer)

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

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

Dy. HOD/SE's recommendations

Signature of Executive Engineer
Date:

HOD's recommendations/approval.

Signature of Superintending Engineer
Date:

Signature of Chief Mechanical Engineer
Date:

ANNEXURE K

NO CLAIM CERTIFICATE

(On company letterhead)

To,

(Contract Executing Officer)

Procuring Entity _____

NO CLAIM CERTIFICATE

Sub: Contract Agreement no. ----- dated -----for the supply of -----

We have received the sum of ₹ (Rupees _____ only) in full and final settlement of all the payments due to us for [*mention the details*] under the above -mentioned contract agreement, between us and Government of India. We hereby unconditionally, and without any reservation whatsoever, certify that with this payment, we shall have no claim whatsoever, of any description, on any account, against the Procuring Entity, against aforesaid contract agreement executed by us. We further declare unequivocally, that with this payment, we have received all the amounts payable to us, and have no dispute of any description whatsoever, regarding the amounts worked out as payable to us and received by us, and that we shall continue to be bound by the terms and conditions of the contract agreement, as regards performance of the contract.

Yours faithfully,

Signatures of contractor or
Officer authorised to sign the contract documents
on behalf of the contractor
(Company stamp)

Date: _____

Place: _____

ANNEXURE L

Template for Qualification Criteria for Joint Ventures

1. In certain cases of high value works procurement, the Joint venture firms are allowed to participate. The procuring entity may seek for the following requirements preferably, for the JV firms to meet:
 - Separate identity/ name shall be given to the Joint Venture.
 - Ideally, a Joint Venture (JV) should have no more than three members, but a maximum of five members can be allowed. Among the members, one must be the Lead Member, holding at least 51% of the interest in the JV. Other members should have a share of at least 20% each in JVs with up to three members or 10% each in JVs with more than three members. If there are foreign members in the JV, the Lead Member must be an Indian firm/company with a minimum share of 51%.
 - A member of the JV cannot participate in the same tender as an individual or as part of another JV.
 - The tender form should be obtained and submitted in the name of the JV, not any individual member. However, the tender form can be submitted by the JV, any of its constituent members, or a person authorized by the JV through a Power of Attorney.
 - The Bid Security/Earnest Money Deposit (EMD) should be deposited in the name of the JV by either the JV itself or an authorized representative. If the JV has not been legally established by the tender submission date, the Bid Security can be submitted in the name of all JV members as per the MOU, regardless of each member's share in the JV.
 - The procuring entity should seek the MOU signed between the members of the Joint Venture (JV) in the tender document. The MOU should include all the important information about the JV members, like who they are, how they'll share responsibilities and financial commitments, and what they're responsible for in terms of technical matters and other obligations.
 - Once the tender is submitted, the Memorandum of Understanding (MoU) should not be altered during the tender's validity. Failure to comply may result in the forfeiture of the full Bid Security/Earnest Money Deposit (EMD). Changes to the composition of the Joint Venture (JV) after tender submission and during the contract are generally not allowed, except when necessary, due to legal requirements, with the condition that the minimum eligibility criteria of the JV remain unaltered. The Lead Member of the JV must remain constant. Non-compliance with these rules will render the offer invalid.
 - When a contract is awarded to a Joint Venture (JV), the JV should provide a single Performance Guarantee as required by the tender conditions. It's important to note that all guarantees, such as the Performance Guarantee, Bank Guarantee for Mobilization Advance, Machinery Advance, etc., should be issued in the name of

the JV as a whole. Dividing or splitting these guarantees among individual JV members should not be allowed.

- Upon receiving the Letter of Acceptance (LoA), the Joint Venture (JV) entity to which the contract has been awarded, with the same ownership structure as declared in the OU/JV Agreement submitted with the tender, must be officially registered. The type of registration will depend on whether the JV entity is becoming a Company under 'The Companies Act - 2013,' a Partnership Firm under 'The Indian Partnership Act, 1932,' or an LLP under 'The LLP Act 2008.' A separate PAN (Permanent Account Number) should also be obtained for this entity.
- All relevant documents, including the PAN, must be provided to the procuring entity before the contract agreement is signed. Failure to comply with this requirement within 60 (sixty) days of receiving the LoA may result in contract termination. If the contract is terminated, the procuring entity may forfeit the entire Bid Security/Earnest Money Deposit and other dues owed to the Contractor under the contract. The registered entity should include specific clauses as specified in the registered documents.
- The entity to which the contract is awarded shall have joint and several liability, meaning that all members are equally responsible for executing the project in accordance with the General and Special Conditions of Contract. They are jointly and individually liable for any losses or damages caused to the procuring entity during the contract's execution or due to non-execution. The registration of the entity remains valid throughout the contract, including any extensions and the maintenance period after project completion. The entity must comply with Indian laws and regulations in all aspects of its operations under the contract.
- In the context of Joint Ventures, certain authorizations and restrictions apply. The members of the Joint Venture are required to appoint a Lead Member from within the JV members, who shall be acting as the authorized member of the JV and will represent the JV in dealings related to the tender. The Lead member/ authorized member is responsible for actions such as signing the agreement, entering into the contract, receiving payments, witnessing joint measurements of work completed, and signing measurement books pertaining to the contract. All notices and correspondence regarding the contract will be directed solely to this authorized member.
- Furthermore, it's important to note that no member of the Joint Venture has the unilateral right to assign or transfer their interest, rights, or liabilities within the contract without obtaining written consent from the remaining member(s) and the procuring entity, specifically for the respective tender or contract. These provisions help ensure clarity, accountability, and compliance within the Joint Venture framework.

- The procuring entity should seek the following documents from the JV along with the tender in addition to the qualification requirements as stated in the tender document:
 - (i) In case one or more of the members of the JV is/are partnership firm(s), following documents shall be submitted:
 - (1) A notarized copy of the Partnership Deed or a copy of the Partnership deed registered with the Registrar,
 - (2) A copy of consent of all the partners or individual authorized by partnership firm, to enter into the Joint Venture Agreement on a stamp paper,
 - (3) A notarized or registered copy of Power of Attorney in favour of the individual to sign the MOU/JV Agreement on behalf of the partnership firm and create liability against the firm.
 - (4) An undertaking by all partners of the partnership firm that they are not blacklisted or debarred by any Ministry / Department of the Govt. of India from participation in tenders.
 - (ii) In case one or more members is/are Proprietary Firm or HUF, the following documents shall be enclosed:
 - (1) A copy of notarized affidavit on Stamp Paper declaring that his Concern is a proprietary Concern, and he is sole proprietor of the Concern OR he who is signing the affidavit on behalf of HUF is in the position of 'Karta' of Hindu Undivided Family (HUF) and he has the authority, power and consent given by other members to act on behalf of HUF.
 - (iii) In case one or more members of the JV is/are companies, the following documents shall be submitted:
 - (1) A copy of resolutions of the Directors of the Company, permitting the company to enter into a JV agreement;
 - (2) The copies of MOA (Memorandum of Association)/ AOA (Articles of Association) of the company;
 - (3) A copy of Certificate of Incorporation;
 - (4) A copy of Authorization/copy of Power of Attorney issued by the Company (backed by the resolution of Board of Directors) in favour of the individual to sign the tender, sign MOU/JV Agreement on behalf of the company and create liability against the company.
 - (iv) In case one or more members of the JV is/are LLP firm/s, the following documents shall be submitted:
 - (1) A copy of LLP Agreement
 - (2) A copy of Certificate of Incorporation of LLP

- (3) A copy of resolution passed by partners of LLP firm, permitting the Firm to enter into a JV agreement
- (4) A copy of Authorization /copy of Power of Attorney issued by the LLP firm (backed by resolution passed by the Partners) in favour of the individual, to sign the tender and/or sign the MOU/ JV agreement on behalf of the LLP and create liability against the LLP.
- (5) An undertaking by all partners of the LLP that they are not blacklisted or debarred by Railways or any other Ministry / Department of the Govt. of India from participation in tenders / contracts as on the date of submission of bids, either in their individual capacity or in any firm/LLP or JV in which they were / are partners/members. Any Concealment / wrong information in regard to above shall make the contract liable for determination under Clause 62 of the Standard General Conditions of Contract.
- (v) In case one or more members of the JV is/are Society/s or Trust/s, the following documents shall be submitted:
 - (1) A copy of Certificate of Registration
 - (2) A copy of Memorandum of Association of Society/Trust Deed
 - (3) A copy of Rules & Regulations of the Society
 - (4) A copy of Power of Attorney, in favour of the individual to sign the tender documents and create liability against the Society/Trust.

2. Credentials & Qualifying Criteria for JV

Technical, financial eligibility and Bid capacity of the JV shall be adjudged based on satisfactory fulfilment of the following criteria:

- a) Technical Eligibility Criteria ('(i)' or '(ii)' mentioned here under):

- (i) **For Contracts without composite components**

The technical eligibility criteria for the contract can be met either by the Joint Venture (JV) as a whole or by the Lead Member of the JV. For the other non-lead members of the JV who do not individually meet the technical eligibility criteria as outlined in the tender document, procuring entity should preferably mention certain percentage (say 10%) of the total cost of project in the tender document, that each of them must demonstrate in the form of a technical capacity. This means that every non-lead member of the JV should have successfully completed or substantially advanced a similar project within the past years (say 5 years), up to the month preceding the tender invitation, with a minimum value in percentage as mentioned in the tender document, of the advertised tender value.

- (ii) **For Contracts with composite components**

- (1) The technical eligibility criteria for the main part of the contract can be met by either the entire Joint Venture (JV) or the Lead Member. For other components of the work, the criteria can be met by either the JV as a whole or any individual member of the JV. However, non-lead members of the JV who do not meet the technical eligibility for any component of the work must demonstrate a technical capacity equal to a certain percentage (e.g., 10%) of the cost specified for that component in the technical eligibility criteria. This means that each non-lead member should have successfully completed or substantially progressed in a similar project within the last seven years, ending on the last day of the month preceding the tender invitation, with a minimum value of a certain percentage (e.g., 10%) of the cost specified for that component in the technical eligibility criteria.
- (2) The Major component of the contract for this purpose shall be the component of contract having highest value. In cases where value of two or more component of contract is same, any one work can be classified as Major component of contract.
- (3) Value of a completed contract done by a Member in an earlier JV shall be reckoned only to the extent of the concerned member's share in that JV for the purpose of satisfying his/her compliance to the above-mentioned technical eligibility criteria in the tender under consideration.
- (4) For the purpose of value of work for the past experience of a firm in a JV, credit shall be given in proportion of the percentage share of the firm in that JV. For experience of key activities credit shall be given for execution of the quantity of that specific activity executed by the firm as part of a JV, duly certified by the Employer. If the Employer's Certificate does not indicate the specific quantity of key activity/activities executed by each partner, in such a case credit for quantity of each key activity shall be given as per following provisions in order of priority:
 - 4.1 As per details given in JV agreement forming part of the relevant Contract Agreement.
 - 4.2 If JV agreement does not provide such details, then credit shall be given in proportion of the percentage share of the firm in that JV.
- (5) In case a JV quoting for the tender has executed similar work and construction experience in key activities, with the same constitution of JV, the requirement specified to be met shall be considered to have been met treating the JV as a single entity for this purpose

(iii) Financial Eligibility Criteria

- (1) The "financial capacity" of the lead partner of JV shall not be less than 51% of the financial eligibility criteria mentioned in the tender document.

(2) The arithmetic sum of individual “financial capacity” of all the members shall be taken as JV’s “financial capacity” to satisfy this requirement.

Note: Contractual payment received by a Member in an earlier JV shall be reckoned only to the extent of the concerned member’s share in that JV for the purpose of satisfying compliance of the above-mentioned financial eligibility criteria in the tender under consideration.

SECTION X

BILL OF QUANTITY (BOQ)

Subject	“Supply, Installation, Testing & Commissioning of Drive-through Container Scanner (Road) and Site Preparation with Comprehensive Operation & Maintenance Contract of 08 years after expiry of guarantee period of 02 years.”				
<u>Part – A:</u> “Supply, Installation, Testing & Commissioning of Drive-through Container Scanner (Road) and Site Preparation and Construction as per tender conditions					
Sr. No.	Description	Qty.	Unit	Rate	Amount
1.	<p>(a) Supply of all the goods and services complying the latest CPCB standard and services including all taxes excluding GST.</p> <p>(i) Supply of the X-ray based Drive-through Container Scanner (Road) System and associated equipment like Weighbridge, DG Set, UPS etc.</p> <p>(ii) Obtaining Regulatory and Statutory clearances.</p> <p>(iii) Training of the Staff of user Commissioner ate in the operation and use of the Drive-through Container Scanner (Road).</p> <p>(iv) Delivery of the Drive-through Container Scanner (Road) to the user Commissionerate.</p> <p>(v) Free Comprehensive Maintenance of the Drive-through Container Scanner (Road) for 02 years under warranty including supply of spare parts and consumables.</p> <p>(vi) Electrical Infrastructure of the Office, Scanner System & outside lighting.</p>	Complete Job	1		

	(b) Civil Construction Work as per system requirement and as per design				
	(c) Installation, Testing and Commissioning of the Container Scanner as per the Scope of Work				
Total Amount of Part – A (Excluding of GST)					
Note: Bidder shall submit the break-up of the rate quoted for Item No. 1 of the Part-A of BOQ as Item No. 1(a), 1(b) & 1(c), separately in pdf format in the Financial Bid.					
<u>Part – B: Operation and Comprehensive Maintenance Work as per Tender Conditions</u>					
Sr. No.	Description	Qty.	Unit	Rate	Amount
1.	Operation Cost for the 1 st Year	Month	12		
2.	Operation Cost for the 2 nd Year	Month	12		
3.	Operation & Comprehensive Maintenance for the 3 rd Year	Month	12		
4.	Operation & Comprehensive Maintenance for the 4 th Year	Month	12		
5.	Operation & Comprehensive Maintenance for the 5 th Year	Month	12		
6.	Operation & Comprehensive Maintenance for the 6 th Year	Month	12		
7.	Operation & Comprehensive Maintenance for the 7 th Year	Month	12		
8.	Operation & Comprehensive Maintenance for the 8 th Year	Month	12		
9.	Operation & Comprehensive Maintenance for the 9 th Year	Month	12		
10.	Operation & Comprehensive Maintenance for the 10 th Year	Month	12		
Total Amount of Part – B (Excluding of GST)					
Total Amount of Part – A & B (Excluding of GST)					
(In words Rupees _____ only)					
(NOTE: The rates should be inclusive of all taxes, duties, fees, cess etc. and all incidental charges; but exclusive of GST).					