



**GUJARAT PIPAVAV PORT LTD**

**EXCAVATION WORKS BEHIND THE NEW CUSTOM GATE  
(NEAR FIRE FIGHTING AREA)  
AT APM TERMINALS PIPAVAV**

**TENDER DOCUMENT**

**VOLUME - I**

**GENERAL INSTRUCTIONS & CONDITIONS OF CONTRACT**

**April 2025**

Revision, Review and Approval Records

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### INVITATION FOR TENDER

- 1.0 Gujarat Pipavav Port Limited invites tenders, from selected Tenderers, for following mentioned works.

Name of Work	Tender Security	Period of Completion
1	2	3
Excavation works behind the New Custom Gate (Near Fire Fighting Area)	NIL	4 weeks

- 2.0 Tender documents can be downloaded from Employer's "Keelvar" procurement site, from 28<sup>th</sup> April 2025. Interested Tenderers shall submit exact name and office email address of 2 employees in their organization for access to the system.

- 4.0 Tenders must be delivered to GPRO Service India Pvt. Ltd. 5<sup>th</sup> Floor, Godrej Two, Pirojshanagar, Vikhroli East, Mumbai - 400079, Maharashtra, INDIA on or before 17:00 hours and uploaded to the Employers "Keelvar" procurement system on or before 17.00 hours on 02<sup>nd</sup> May 2025. The general "Keelvar" guideline is attached herewith for your reference.

Signature of Authorised Officer

**SECTION 1**

**INSTRUCTIONS TO TENDERERS (ITT)**

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Appendixes to ITT

## **A. GENERAL**

### **1.0 Scope of Tender**

The Gujarat Pipavav Port Limited (GPPL) hereinafter called "the Employer" invites Tenders for Excavation works behind the New Custom Gate (Near Fire Fighting Area) at APM Terminals Pipavav (as defined in these documents, hereinafter referred to as "the works").

#### **1.1** The Works broadly consists of the following:

Gujarat Pipavav Port intends to carry out Excavation works behind the New Custom Gate (Near Fire Fighting Area) at APM Terminals Pipavav. For this project, the brief scope of work at site is as mentioned below.

Excavation by suitable equipment approved by engineer at proposed area. Uprooting of bushes, trees to be done & same is to be shifted to the designated area. Further excavation by suitable equipment to be done up to +3 m CD levels. Excavated soil is to be shifted to the designated area inside the port premises. Shifted soil is to be spread in layer wise manner. Watering & compaction are to be done by 10T roller to achieve 95% Procter density in each compacted layer of 150 mm thickness.

The Original Ground Levels (OGL) are to be taken. The joint survey before excavation & after excavation to be done. The excavation quantity will be calculated based on before excavation & after excavation joint survey with GPPL.

The Contractors shall take necessary permission & approval for excavation activities from local/other regulatory authorities. The cost of said approval is included in tender offer price.

The Contractor shall coordinate his work with all parties in accordance with the requirements of the Contract throughout the Works.

The Contractor shall take necessary traffic maintenance at work area to avoid constraints of work, safety

diversion, and any precautions required to execute the works as per APMT Safety standard and any precautions required to execute the works and expenditure for liaising/dispute with local authorities/villagers within the work period.

#### **1.2** The Contractor shall comply and maintain Employer's safety regulation and strict access requirement during the full length of the work as the Port of Pipavav is an operational port handling bulk and containers.

#### **1.3** The Works are to be executed under FIDIC RED BOOK based contract (First Edition 1999).

#### **1.4** The successful Tenderer is required to complete the work within the period stipulated in Appendix to Tender from the Commencement Date.

#### **1.5** The Contractor considers that prevention of all accidents resulting in personal injury or damage to equipment, property or the environment is essential not only to the welfare of its employees and visitors but to the efficient execution of its services. The successful Tenderer shall strictly comply with the Employer's Occupational Health & Safety requirements as set out in Section 6 – Technical Specifications.

### **2.0 Source of Funds**

**2.1** The expenditure on this Project will be met by Gujarat Pipavav Port Ltd. (GPPL).

**3.0 Eligible Tenderers**

**3.1** This invitation to tender is open to a Tenderer meeting all three of the following requirements:

- a) A Tenderer is prequalified for the Contract as notified by the Employer.
- b) The Tenderer is eligible under the Indian Law.
- c) The Tenderer shall not be affiliated with a firm or entity;
  - (i) that has provided consulting services related to the Works to the Employer during the preparatory stages of the Works or of the Project of which the Works form a part,  
or
  - (ii) that has been hired (or is proposed to be hired) by the Employer as engineer for the Contract.

**4.0 Information from the Tenderer**

**4.1** All Tenderers shall provide in Section 2, Tender Data, a description of the proposed work method and schedule, including drawings and charts as necessary. The proposed methodology should include programme of Construction backed with equipment planning and manpower deployment duly supported with broad calculations and quality assurance procedures proposed to be adopted justifying their capability of execution and completion of work as per technical specifications, within stipulated period of completion as per milestones.

**4.2** All Tenderers shall include the following information and documents with their Tenders in accordance with the format in Section 2 as applicable:

- (a) Written power of attorney of the signatory of the Tender to commit the Tenderer.
- (b) Update any information submitted during the Prequalification stage.
- (c) major items of construction equipment proposed to carry out the Contract and availability for this project.
- (d) qualifications and experience of proposed key site management and technical personnel for Contract and availability for this project.
- (e) evidence of access to line(s) of credit and availability of other financial resources facilities (10% of contract value), certified by the Bankers (Not more than 3 months old)
- (f) authority to seek references from the Tenderer's bankers.
- (g) proposals for subcontracting components of the Works amounting to more than 10 per cent of the Tender Price (for each, the qualifications and experience of the identified sub-contractor in the relevant field should be annexed); and
- (h) Work commitments acquired since pre-qualification.
- (i) Tenders submitted by a joint venture of two or more firms as Members shall comply



with the following requirements:

1. the Tender shall include all the information listed in above.
  2. the Tender and, in case of a successful tender, the Agreement, shall be signed so as to be legally binding to all Members.
  3. one of the Members shall be nominated as being in charge, and this authorization shall be evidenced by submitting a power of attorney signed by legally authorized signatories of all the Members.
  4. the Member in charge shall be authorized to incur liabilities and receive instructions for and on behalf of any and all Members of the joint venture / consortium and the entire execution of the contract, including payment, shall be done exclusively with the Member-in- charge.
  5. all Members of the joint venture / consortium shall be liable jointly and severally for the execution of the contract in accordance with the Condition of Contract, and a statement to this effect shall be included in the authorization mentioned under Sub-Clause 4.1(a) above, as well as in the tender and in the Agreement (in case of a successful tender); and
  6. a copy of the signed agreement entered into by the Members of the consortium / joint venture shall be submitted with the tender.
- (j) Inform involvement in any legal conflicts or termination by the Employer in past 3 years.

## **5.0 Cost of Tendering**

- 5.1** The Tenderer shall bear all costs associated with the preparation and submission of his Tender, and the Employer will in no case be responsible and liable for those costs.

## **6.0 Site Visit & Pre-Tender Meeting**

- 6.1** Tenderers are requested to visit and examine the site of Works and its surroundings and obtain all information that may be necessary for preparing the Tender and entering a contract for this Works. The costs of visiting the Site shall be at Tenderer's own expense. The date for Site Visit and Pre-Tender meeting for the Tenderers is mentioned in the Appendix to Instruction to Tenderers (ITT).
- 6.2** During his site visit inside the Port the Tenderers shall comply with all rules and requirements prescribed by the Employer, including the Contractor Safety Guidelines and any other requirements.

## **B. TENDER DOCUMENTS**

### **7.0 Content of Tender Documents**

- 7.1** The set of Tender documents comprises the documents listed below and should be read in conjunction with any addenda issued in accordance with Clause 9.0

<b>Volume I</b>	<b>Invitation for Tenderer (IFT)</b>	
	<b>Section: 1</b>	<b>Instruction To Tenderer (ITT)</b>
	<b>Section: 2</b>	<b>Tender Data</b>
	<b>Section: 3</b>	<b>Conditions of Contract (CoC)</b>
	<b>Section: 4</b>	<b>Letter and Appendix to Tender</b>
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<b>Volume III</b>	<b>Section: 7</b>	<b>Bill of Quantities</b>
<b>Volume IV</b>	<b>Section: 8</b>	<b>Appendix &amp; Drawings</b>
<b>Volume V</b>	<b>Section: 9</b>	<b>Documents to be furnished by Tendered</b>

- 7.2** Soft copies of volumes I, II, III and IV can be obtained by the Tender via the Employers "Keelvar" procurement system as detailed previously in the Invitation for Tenders (IFT). Documents to be furnished by the Tenderer in compliance to Section 9 will be prepared by him and furnished as Volume – V in two parts (refer clause 11).

- 7.3** The Tenderer is expected to carefully examine all instructions, Conditions of Contract, contract data, forms, terms, Specifications, Bill of Quantities, forms, annexes, drawings and other information provided in the Tender Document. Failure to comply with the requirements of Tender Documents shall be at the Tenderer's own risk. Pursuant to clause 25 hereof, Tenders which are not substantially responsive to the requirements of the Tender Documents shall be rejected.

### **8.0 Clarification of Tender Documents**

#### **8.1 Submission of Queries**

- 8.1.1 A prospective Tenderer requiring any clarification of the Tender documents may notify the Employer through Employer's "Keelvar" procurement system.

- 8.1.2 All queries shall be categorized by documents (e,g Instructions to Tenderers, specifications etc.) and referenced to the appropriate section, Clause, paragraph or drawing number.

- 8.1.3 Documents to be uploaded in "Keelvar" for queries shall be in data format compatible with Microsoft Word, Microsoft Excel, MS Project, Auto CAD and Adobe Acrobat pdf version.

## **8.2 Response by Employer**

- 8.2.1 The Employer will respond requests for clarification which he receives earlier than 7 days prior to the deadline for submission of Tender. Copies of the Employer's responses will be forwarded to all Tenderers, including a description of the enquiry but without identifying its source.

## **8.3 Pre-Tender Meeting**

- 8.3.1 The Tenderer or his official representative is invited to attend the pre-Tender meeting which will take place at the address, venue, time, and date as indicated in the Appendix to this ITT.
- 8.3.2 The purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage.
- 8.3.3 The Tenderer is requested to submit any questions that he wishes to raise during this meeting in writing and also by email to reach the Employer not later than one week before the meeting.
- 8.3.4 Minutes of the meeting, including the text of the questions raised (without identifying the source of enquiry) and the responses given will be transmitted to all purchasers of the Tender documents. Any modification of the Tender documents listed in Sub- Clause 7.1 which may become necessary as a result of the pre-Tender meeting shall be made by the Employer exclusively through the issue of an Addendum pursuant to Clause 9 and not through the minutes of the pre-Tender meeting.
- 8.3.5 Non-attendance at the pre-Tender meeting will not be a cause for disqualification of a Tenderer.

## **9.0 Amendment of Tender Documents**

- 9.1** Before the deadline for submission of Tender, the Employer may modify the Tender documents by issuing addenda.
- 9.2** Any addendum thus issued shall be part of the Tender documents and shall be communicated in writing or by cable to all the Tenderers. Prospective Tenderers shall acknowledge receipt of each addendum in writing or by cable to the Employer. The Employer will assume no responsibility for postal delays.
- 9.3** To give prospective Tenderers reasonable time in which to take an addendum into account in preparing their Tenders, the Employer may, at his discretion, extend as necessary the deadline for submission of Tender, in accordance with Sub-Clause 19.2.

### C. PREPARATION OF TENDER

#### 10.0 Language of the Tender

10.1 All documents relating to the Tender shall be in the English language.

#### 11.0 Documents Comprising the Tender

11.1 The Tender to be submitted by the Tenderer as Volume V of the Tender document (refer Clause 7.1) shall be in two separate parts:

**Part I** shall be named "**Technical Bid**" and shall comprise

- (i) Tender Security in the form specified in Section 5 of the Tender Document
- (ii) Information and supporting documents as specified in Section 1 & 2 of the Tender Document
- (iii) Certificates, undertakings, affidavits as specified in Section 2 of the Tender Document
- (iv) Any other information pursuant to Clause 4 of these instructions
- (v) Undertaking that the Tender shall remain valid for the period specified in Clause 14.1 of these instructions

**Part II** shall be named "**Financial Bid**" and shall comprise

- (vi) Form of Tender as specified in Section 4 of the Tender Document
- (vii) Priced Bill of Quantities for items specified in Section 7 of the Tender Document

11.2 Each part will be separately sealed and marked in accordance with the Sealing and Marking Instructions in Clause 18.

11.3 Following documents and any addenda issued by the Employer, which are not submitted with the Tender, will also be deemed to be part of the Tender.

Section	Particulars	Volume No.
1	Instructions to Tenderers	Volume I
3	Conditions of Contract	
6	Specifications	Volume II
8	Drawings	Volume IV

## **12.0 Tender Prices**

- 12.1** The contract shall be for the whole the Works as described in this document, the Specification and the Drawings, based on the priced Bill of Quantities submitted by the Tenderer.
- 12.2** The Tenderer shall fill in rates and prices and line-item total (both in figures and words) for all items of the Works described in the Bill of Quantities along with total Tender price (both in figures and words). *Items for which no rate or price is entered by the Tenderer will not be paid for by the Employer when executed and shall be deemed covered by the other rates and prices in the Bill of Quantities.* Corrections, if any, shall be made by crossing out, initialing, dating, and rewriting. All figures for rates and price shall be in international system including thousand separators for every figure larger than 1,000.
- 12.3** All type of taxes, duties, cess, labour cess, BOCW, approval fee (except Goods Service Tax paid by Employer, if applicable), and all other levies, Royalties, Transportation, Loading & unloading, Inspection/Testing charges, other taxes or any state or corporation tax or any taxes applicable under any rules/regulations/acts/statutes of the State and Central Government imposition of such like nature payable by the contractor under the contract, or for any other cause shall be included and shown separately in the rates, prices and total Tender Price submitted by the Tenderer.
- 12.4** GPPL shall deduct Income tax, TDS under section 194J @10% for professional service subject to changes at the time of deduction, work contract tax, any cess, duties and other applicable taxes as per prevailing rules of Local/State/Central government authority from contractor bills.
- 12.5** The rates and prices quoted by the Tenderer are subject to adjustment during the performance of the Contract in accordance with the provisions of Clause 14 of the Conditions of Contract.

## **13.0 Currencies of Tender and Payment**

- 13.1** The unit rates and the prices shall be quoted by the Tenderer entirely in Indian Rupees (INR). All payments shall be made in Indian Rupees.

## **14.0 Tender Validity**

- 14.1** Tenders shall remain valid for a period not less than the period shown in Appendix to ITT after the deadline date for Tender submission specified in Clause 19. A Tender valid for a shorter period shall be rejected by the Employer as non-responsive. In case of discrepancy in Tender validity period between that given in the undertaking pursuant to Clause 11.1 (v) and the Form of Tender submitted by the Tenderer, the latter shall be deemed to stand corrected in accordance with the former and the Tenderer has to provide for any additional security that is required.
- 14.2** In exceptional circumstances, prior to expiry of the original time limit, the Employer may request that the Tenderers may extend the period of validity for a specified additional period. The request and the Tenderer's responses shall be made in writing or by cable. A Tenderer may refuse the request without forfeiting his Tender Security. A Tenderer agreeing to the request will not be required or permitted to modify his Tender but will be required to extend the validity of his Tender Security for a period of the extension, and in compliance with Clause 15 in all respects.
- 14.3** Tender evaluation will be based on the Tender prices without taking into consideration

the above correction.

**15.0 Tender Security**

**15.1** The Tenderer shall furnish, as part of his Tender, a Tender security in the amount as mentioned in Appendix to ITT for this particular work. This Tender security shall be in favour of the Employer as named in the Appendix to ITT and shall be in the form of Bank Guarantee from any scheduled Indian bank or Foreign Bank located in India and approved by RBI, in the format given in Section 5.

**15.2** Bank guarantees (and other instruments having fixed validity) issued as surety for the Tender shall be valid for 120 days beyond the date of validity of the Tender.

**15.3** Any Tender not accompanied by an acceptable Tender Security and not secured as indicated in Sub-Clauses 15.1 and 15.2 above shall be rejected by the Employer as non-responsive.

**15.4** The Tender Security of unsuccessful Tenderers will be returned within 28 days of the end of the Tender validity period specified in Sub-Clause 14.1.

**15.5** The Tender Security of the successful Tenderer will be discharged when the Tenderer has signed the Agreement and furnished the required Performance Security.

**15.6** The Tender Security may be forfeited

- (a) if the Tenderer withdraws the Tender after Tender opening during the period of Tender validity;
- (b) if the Tenderer does not accept the correction of the Tender Price, pursuant to Clause 26; or
- (c) in the case of a successful Tenderer, if the Tenderer fails within the specified time limit to
  - (i) sign the Agreement; or
  - (ii) furnish the required Performance Security.

**16.0 Deleted**

**17.0 Format and Signing of Tender**

**17.1** The Tenderer shall prepare one original and one copy of the documents comprising the Tender as described in Clause 11 of these Instructions to Tenderers, bound with the volume containing the "Technical Bid" and "Financial Bid" in separate parts and clearly marked "**ORIGINAL**" and "**COPY**" as appropriate. In the event of discrepancy between them, the original shall prevail.

**17.2** The original and copy of the Tender shall be typed or written in indelible ink and shall be signed by a person or persons duly authorized to sign on behalf of the Tenderer, pursuant to Sub-Clauses 4. All pages of the Tender where entries or amendments have been made shall be initialed by the person or persons signing the Tender.

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

#### **D. SUBMISSION OF TENDERS**

##### **18.0 Sealing and Marking of Tender**

**18.1** The Tenderer shall upload their Tender via the Employer's "Keelvar" procurement system followed by the hard copy submission as mentioned below.

**18.2** Each set of the envelope marked "ORIGINAL" and "COPY" shall contain within it two separate sealed envelopes marked "Technical Bid" and "Financial Bid" with additional markings as follows

"Not to be opened except by the Tender Committee."

**18.3** The inner, outer, and separate envelopes containing Technical and Financial Bids shall:

(a) be addressed to the Employer at the address given in Appendix to ITT

(b) bear the identification as indicated in the Appendix to ITT

**18.4** In addition to the identification required in Sub-Clauses 18.1 and 18.2 each of the envelopes shall indicate the name and address of the Tenderers to enable the Tender to be returned unopened in case it is declared late, pursuant to clause 20, or the evaluation Committee declares the Tender as non-responsive pursuant to Clause 22.

**18.5** If the outer envelope is not sealed and marked as above the Employer will assume no responsibility for the misplacement or premature opening of the Tender.

##### **19.0 Deadline for Submission of the Tender**

**19.1** Complete Tender (including Technical and Financial) must be received by the Employer at Employer's procurement system "Keelvar" and the address specified above not later than the date indicated in the Appendix to ITT.

**19.2** The Employer may extend the deadline for submission of Tenders by issuing an amendment in accordance with Clause 9, in which case all rights and obligations of the Employer and the Tenderers previously subject to the original deadline will then be subject to the new deadline.

##### **20.0 Late Tenders**

**20.1** Any Tender received by the Employer after the deadline prescribed in Clause 19 will be returned unopened to the Tenderer.

##### **21.0 Modification and Withdrawal of Tender**

**21.1** Tenderers may modify or withdraw their Tender by giving notice in writing before the deadline prescribed in Clause 19 or pursuant to Clause 22.

**21.2** Each Tenderer's modification or withdrawal shall be done in "Keelvar" and notice shall also be prepared, sealed, marked and delivered in accordance with Clause 17 & 18, with the outer and inner envelopes additionally marked "**MODIFICATION**" or "**WITHDRAWAL**", as appropriate.

**21.3** No Tender may be modified after the deadline for submission of Tenders except in pursuance of Clause 22

- 21.4** Withdrawal or modification of a Tender between the deadline for submission of tender and the expiration of the original period of Tender validity specified in Clause 14.1 above or as extended pursuant to Clause 14.2 may result in the forfeiture of the Tender security pursuant to Clause 15.



## **E. TENDER OPENING AND EVALUATION**

### **22.0 Tender Opening**

- 22.1** The Employer will open all the Tenders received (except those received late), including modifications made pursuant to Clause 21.,.
- 22.2** Envelopes marked "**WITHDRAWAL**" shall be opened and read out first. Tenders for which an acceptable notice of withdrawal has been submitted pursuant to Clause 21 shall not be opened.
- 22.3**
- (i) Subject to confirmation of the Tender security by the issuing Bank, the Tenders accompanied with valid Tender security will be taken up for evaluation with respect to the Tender Data and other information furnished in Part I of the Tender pursuant to Clause 11.1.
  - (ii) After receipt of confirmation of the Tender security, the Tenderer will be asked in writing to clarify or modify his Tender, if necessary, with respect to any rectifiable defects.
  - (iii) The Tenderers will respond in not more than 3 days of issue of the clarification letter.

### **23.0 Process to be Confidential**

- 23.1** Information relating to the examination, clarification, evaluation, and comparison of Tenders and recommendations for the award of a contract shall not be disclosed to Tenderers or any other persons not officially concerned with such process until the award to the successful Tenderers has been announced. Any effort by a Tenderer to influence the Employer's processing of Tender or award decisions may result in the rejection of his Tender.

### **24.0 Clarification of Bids**

- 24.1** To assist in the examination, evaluation, and comparison of Tenders. the Employer may at his discretion, ask any Tenderer for clarification of his Tender, including breakdown of unit rates. The request for clarification and the response shall be in writing or by cable, but no change in the price or substance of the Tender shall be sought, offered, or permitted except as required to confirm the correction of arithmetic errors discovered by the Employer in the evaluation of the Tenders in accordance with Clause 26.
- 24.2** Subject to sub-clause 24.1, no Tenderer shall contact the Employer on any matter relating to his Tender from the time of the Tender opening to the time the contract is awarded. If the Tenderer wishes to bring additional information to the notice of the Employer, he should do so in writing.
- 24.3** Any effort by the Tenderer to influence the Employer in the Employer's bid evaluation, bid comparison or contract award decisions may result in the rejection of the Tenderer's bid.

## **25.0 Examination of Tenders & Determination of Responsiveness**

**25.1** During the detailed evaluation of "Technical Bids", the Employer will determine whether each Tender (a) meets the eligibility criteria defined in Clause 3 and 4; (b) has been properly signed; (c) is accompanied by the required securities and (d) is substantially responsive to the requirements of the Tender documents. During the detailed evaluation of the "Financial Bid", the responsiveness of the Tenders will be further determined with respect to the remaining Tender conditions, i.e., priced bill of quantities, technical specifications, and drawings.

**25.2** A substantially responsive "Financial Bid" is one which conforms to all the terms, conditions, and specifications of the Tender documents, without material deviation or reservation. A material deviation or reservation is one (a) which affects in any substantial way the scope, quality, or performance of the Works; (b) which limits in any substantial way, inconsistent with the Tender documents, the Employer's rights or the Tenderer's obligations under the Contract; or (c) whose rectification would affect unfairly the competitive position of other Tenderers presenting substantially responsive Tenders.

**25.3** If a "Financial Bid" is not substantially responsive, it may be rejected by the Employer, solely at the Employer's discretion and may not subsequently be made responsive by correction or withdrawal of the non-conforming deviation or reservation.

## **26.0 Correction of Errors**

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

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

**26.2** The amount stated in the "Financial Bid" will be corrected by the Employer in accordance with the above procedure and the Tender amount adjusted with the concurrence of the Tenderer in the following manner:

- (a) If the Tender price increases as a result of these corrections, the amount as stated in the Tender will be the 'Tender Price' and the increase will be treated as rebate.
- (b) If the Tender price decreases as a result of the corrections, the decreased amount will be treated as the 'Tender Price'

Such adjusted Tender price shall be considered as binding upon the Tenderer. If the Tenderer does not accept the corrected amount, the Tender will be rejected, and the Tender security may be forfeited in accordance with Sub-Clause 15.6 (b).

## **27.0 Evaluation and Comparison of Financial Bids**

**27.1** The Employer will evaluate and compare only the Tenders determined to be substantially responsive in accordance with Sub-Clause 25.2.

**27.2** In evaluating the Tender, the Employer will determine for each Tender the evaluated Tender Price by adjusting the Tender Price as follows:

- (a) making any correction for errors pursuant to Clause 26; or
- (b) making appropriate adjustments for any other acceptable variations, deviations; and
- (c) making appropriate adjustments to reflect discounts or other price modifications offered in accordance with Sub-Clause 22.6.

- 27.3** The Employer reserves the right to accept or reject any variation or deviation. Variations and deviations and other factors, which are in excess of the requirements of the Tender documents or otherwise result in unsolicited benefits for the Employer shall not be taken into account in Tender evaluation.
- 27.4** The estimated effect of the price adjustment conditions under Clause 13 of the Conditions of Contract, during the period of implementation of the Contract, will not be taken into account in Tender evaluation.
- 27.5** If the Tender of the successful Tenderer is significantly different in relation to the Engineer's estimate of the cost of work to be performed under the contract, the Employer may require the Tenderer to produce detailed price analyses for any or all items of the Bill of Quantities, to demonstrate the internal consistency of those prices with the construction methods and schedule proposed. After evaluation of the price analyses, the Employer may require that the amount of the performance security set forth in Clause 31 be increased at the expense of the successful Tenderer to a level sufficient to protect the Employer against financial loss in the event of default of the successful Tenderer under the Contract.
- 27.6** A Tender which contains several items in the Bill of Quantities which are unrealistically priced low and which cannot be substantiated satisfactorily by the Tenderer may be rejected as non-responsive.

## **F. AWARD OF CONTRACT**

### **28.0 Award Criteria**

**28.1** Subject to Clause 30, the Employer will award the Contract to the Tenderer whose Tender has been determined to provide the best technical and financial benefits to the Employer as determined by the Employer's Tender Committee.

### **29.0 Employer's Right to Accept any Tender & to Reject any or all Tenders**

**29.1** Notwithstanding Clause 27, the Employer reserves the right to accept or reject any Tender, and to cancel the Tender process and reject all Tenders, at any time prior to the award of Contract, without thereby incurring any liability to the affected Tenderer or Tenderers or any obligation to inform the affected Tenderer or Tenderers of the grounds for the Employer's action.

### **30.0 Notification of Award and Signing of Agreement**

**30.1** The Tenderer whose Tender has been accepted will be notified of the award by the Employer prior to expiration of the Tender validity period by cable, confirmed by registered letter. This letter (hereinafter and in the Conditions of Contract called the "Letter of Acceptance") will state the sum that the Employer will pay the Contractor in consideration of the execution, completion, maintenance of the Works and the remedying of any defects therein by the Contractor as prescribed by the Contract (hereinafter and in the Contract called the "Contract Price").

**30.2** The notification of award will constitute the formation of the Contract, subject only to the furnishing of a Performance Security in accordance with the provisions of Clause 31.

**30.3** The Agreement will incorporate all correspondences between the Employer and the successful Tenderer. It will be signed by the Employer and sent to the successful Tenderer, within 28 days following the notification of award along with the Letter of Acceptance. Within 21 days of receipt of the Agreement, the successful Tenderer will sign the Agreement and deliver it to the Employer.

**30.4** Upon furnishing by the successful Tenderer of the Performance Security, the Employer will promptly notify the other Tenderers that their Tenders have been unsuccessful.

### **31.0 Performance Security**

**31.1** Within 14 days of receipt of the Letter of Acceptance, the successful Tenderer shall deliver to the Employer a Performance Security in the form of Bank Guarantee in the form given in Section 5 for an amount as shown in Appendix to Tender.

**31.2** The Bank Guarantee for performance security shall be issued either (a) at the Tenderer's option, by a Nationalized/Scheduled Indian bank or (b) by a foreign bank located in India and acceptable to the Employer.

**31.3** Failure of the successful Tenderer to comply with the requirements of Sub-Clause 31.1 shall constitute sufficient grounds for cancellation of the award and forfeiture of the Tender Security.

### **32.0 Advance Payment and Security**

**32.1** The Employer will provide an Advance Payment on the Contract Price as stipulated in the Conditions of Contract, subject to maximum amount, as stated in the Appendix to Tender.

### **33.0 Corrupt or Fraudulent Practices**

**33.1** The Employer requires that tenderers/ suppliers/ contractors observe the highest standard of ethics during the procurement and execution of the Contract. In pursuance of this policy, the Employer:

- a) defines, for the purposes of this provision, the terms set forth below as follows:
  - (i) "corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution; and
  - (ii) "fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Employer, and includes collusive practice among Tenderers (prior to or after tender submission) designed to establish tender 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 if it determines that the Tenderer recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question.

**33.2 Anti-Corruption :** Without prejudice to the generality of the foregoing provisions, each Party or the parties to a work order undertakes and warrants to the other party that neither it nor any member of its Affiliates, nor any agent, consultant or other intermediary acting on behalf of it or its Affiliates, shall, directly or indirectly, in relation to this Agreement or any Work Order created pursuant to it, give, promise or attempt to give, or approve or authorize the giving of, anything of value.

- a) any employee, officer or director of or any person representing the other party or the other party to a work order or its Affiliates.
- b) any other person, including without limitation any Public Official.
- c) a political party or a labour union controlled by any Government or political party; or
- d) A charitable or other organization, or an officer, director or employee thereof, or any person acting directly or indirectly on behalf of the same.

for the purpose of (1) securing any improper advantage for Contractor and its Affiliates or GPPL; (2) inducing or influencing that Public Official improperly to take any action or refrain from taking any action in order for either Party or a party to a Work Order to obtain or retain business, or to secure the direction of business to either, or (3) inducing or influencing that Public Official to use his/her influence with any Government or public international organization, or any or any department, agency or other instrumentality thereof, for any such purpose

Each Party or a party to a Work Order further warrants and undertakes to the other party that

- a) to the best of its knowledge, neither it nor any of its Affiliates, officers, directors,

shareholders, employees, or agents or other intermediaries, or any other person acting directly or indirectly on its behalf, has carried out any of the actions described in above; and

- b) The persons described in (a), above, shall comply with the provisions of this clause.

Notwithstanding the foregoing provisions, as regards small value payments to a low level Public Official for the facilitation or expedition of routine tasks which that person must perform as part of his/her job, Contractor warrants and undertakes that it and its Affiliates, officers, directors, shareholders, employees, agents or other intermediaries or any other person acting directly or indirectly on its behalf, shall fully comply with the anti-corruption policy involving such payments, including without limitation cooperating with GPPL to eliminate such payments.

Contractor warrants and undertakes that all remuneration received from GPPL under this Agreement/Contract/Work Order or under a Purchase Order created pursuant to this Agreement is solely intended to compensate Contractor for the Work expressly provided under this Agreement, including without limitation Contractor's related documented costs and expenses. Contractor warrants and undertakes that it is not receiving remuneration for any other purpose.

Contractor warrants and undertakes it shall maintain adequate records in order to be able to verify its compliance with the provisions of this Clause, and the other Party or the parties to a Work Order, a certified public accountant designated by the other Party/party shall be permitted to conduct an audit of such records, at the other Party's/party's reasonable discretion, in case of any bona-fide dispute between the Parties/parties regarding such compliance, or in case of any investigation by or allegation from any applicable public authority regarding potential violations of any relevant laws involving these matters. The Parties/parties shall cooperate in any such audit and otherwise in providing documentation relating to any such dispute or investigation.

Contractor warrants that all responses and related information it has given to GPPL's regulatory-compliance questions prior to execution of this Agreement are and undertakes that answers to all such subsequent questions shall be, accurate and complete.

Each party shall save, indemnify, defend and hold harmless the other party and its Affiliates from all fines, penalties and all associated expenses arising out of or resulting from its violation of any of its obligations in this Clause.

**APPENDIX to ITT**

<b>Sr. No</b>	<b>Description</b>	<b>Clause Reference with respect to Section – I</b>
1.	Name of the Employer is Gujarat Pipavav Port Ltd (GPPL)	[Cl. 1.1]
2.	The Pre-Tender meeting & Site Visit will take place at Gujarat Pipavav Port Ltd Port Rampara-2, Via Rajula, District Amreli (Gujarat) Pipavav Port - 365560, India  On <b>28<sup>th</sup> April 2025</b>	[Cl. 6.1 & 8.3.1]
3.	Tender validity – <b>120 days</b>	[Cl. 14.1]
4.	Tender Security – <b>NIL</b>	[Cl. 15.1]
5.	Address of the Employer:  Gujarat Pipavav Port Ltd Port Rampara-2, Via Rajula, District Amreli (Gujarat) Pipavav Port - 365560, India	[Cl. 18.3(a)]
6.	Identification:  Tender for “Excavation Work behind the New Custom Gate near Fire Fighting area at APM Terminals Pipavav”  - Tender reference No. _____(insert number)  - <b>Do not open before 17:00 Hrs 05<sup>th</sup> May 2025</b>	[Cl. 18.3(b)]
7.	The bid should be submitted latest by 13:00 hrs through Keelver and <b>Hard Copy latest by 17:00 hrs on 02<sup>nd</sup> May 2025</b> at GPRO Service India Pvt. Ltd. 5th Floor, Godrej Two, Pirojshanagar, Vikhroli East, Mumbai - 400079, Maharashtra, INDIA <b>T +91 (0) xxxx xxxxxx</b> <b>F +91 (0) xxxx xxxxxx</b>	[Cl. 19.1(a)]

**SECTION 2**  
**TENDER DATA**



## SECTION 2 – TENDER DATA

The information to be filled in by the Bidder in the following pages will be used for purposes of Tender Evaluation (post qualification) as provided for in Clause 4 of the Instructions to Tenderers. This information will be incorporated in the Contract.

1.0 For Individual Tenderers (to be filled by each Member of Joint Venture)

1.1 Constitution or legal status of Tenderer

**[Attach copy]**

Place of registration : \_\_\_\_\_

Principal place of business : \_\_\_\_\_

Power of attorney of signatory of Tender

**[Attach]**

1.2 Proposed key items of Contractor's Equipments for carrying out the Works and availability. The Tenderer should list all the information requested below.

Item of Equipment	Requirement				Present Location (from whom to be acquired)	Date of availability
	No.	Capacity	Owned/ Leased to be procured	Age/ Condition		

Tender evaluation criteria shall also be based on the type of equipments, numbers and condition of the equipment the bidder proposed for the project.

A site inspection of the equipment shall be carried out by the Employer before tender evaluation to assess the condition and availability of the proposed equipment.

- 1.3 Qualifications and experience of proposed key personnel required for administration and execution of the Contract. Attach biographical data.

Position	Name	Qualification	Year of Experience (General)	Years of experience in the proposed position	Current Commitment / Date of availability
Project In Charge					
Project Manager					
Supervisor					
Surveyor					
QA/QMS Manager					
.....					
.....					
.....					

- 1.4 Proposed sub-contracts and firms involved. [Refer ITB Clause 4.2k]

Sections of the works	Value of Sub-contract	Sub-contractor (Name & Address)	Experience in similar work

- 1.5 Evidence of access to financial resources to meet the requirements: cash in hand, lines of credit, etc. List them below and attach copies of support documents.
- 1.6 Name, address, and telephone, telex, and fax numbers of the Tenderers' bankers who may provide references, if contacted by the Employer.
- 1.7 Statement of compliance under the requirements of Sub Clause 3.2 of the instructions to Tenderers.

- 1.8 Proposed work method and schedule. The Tenderer should attach descriptions, drawings, and charts as necessary to comply with the requirements of the Tender documents [Refer ITT Clause 4].
- 1.9 Work Programme.
- 1.10 Quality Assurance Programme.
- 1.11 HSE Assurance Programme – Contractor to submit safety records for last 5 years showing LTI and number of fatalities.
- 1.12 All other additional information required to fulfill the requirements of Clause 4 of the Instructions to Tenderers,

**SAMPLE FORMAT FOR EVIDENCE OF ACCESS TO OR AVAILABILITY OF CREDIT FACILITIES**

**BANK CERTIFICATE**

This is to certify that M/s. \_\_\_\_\_ is a reputed company with a good financial standing.

If the contract for the work, namely \_\_\_\_\_ is awarded to the above firm, we shall be able to provide overdraft/credit facilities to the extent of INR. \_\_\_\_\_ to meet their working capital requirements for executing the above contract during the contract period.

\_\_\_\_\_  
(Signature)  
Name of Bank  
Senior Bank Manager  
Address of the Bank

**AFFIDAVIT**

1. I, the undersigned, do hereby certify that all the statements made in the required attachments are true and correct.
2. The undersigned also hereby certifies that neither our firm M/s \_\_\_\_\_ have abandoned any work in any port marine terminal, or similar construction in India nor any contract awarded to us for such works have been rescinded, during last five years prior to the date of this bid.
3. The undersigned hereby authorise(s) and request(s) any bank, person, firm or corporation to furnish pertinent information deemed necessary and requested by the Department to verify this statement or regarding my (our) competence and general reputation.
4. The undersigned understand and agrees that further qualifying information may be requested and agrees to furnish any such information at the request of the Department/Project implementing agency.

\_\_\_\_\_  
(Signed by an Authorised Officer of the Firm)

Title of Officer

\_\_\_\_\_

Name of Firm

\_\_\_\_\_

DATE

\_\_\_\_\_

**SECTION 3**  
**CONDITIONS OF CONTRACT**

**GUJARAT PORT OF PIPAVAV**

**EXCAVATION WORKS BEHIND THE NEW CUSTOM GATE  
FIRE FIGHTING AREA) AT APM TERMINALS PIPAVAV**

**(NEAR**

**CONDITIONS OF CONTRACT**

**PART I – GENERAL CONDITIONS OF CONTRACT**

The Conditions of Contract, Part I – General Conditions of Contract shall be those forming Part I of the "Conditions of Contract for Construction", first edition 1999, with further amendments, prepared by the Fédération Internationale des Ingénieurs-Conseils (FIDIC). These Conditions are subject to the variations and additions set out in Part II hereof entitled "Particular Conditions of Contract."

The FIDIC "Conditions of Contract for Construction", mentioned above are not included with the present Bid Documents. Copies of the FIDIC "Conditions of Contract for Construction" can be obtained from the:

International Federation of Consulting Engineers (FIDIC)  
World Trade Centre II  
PO Box 311, 1215 Geneva 15  
Switzerland

Tel : + 41 22 799 4900  
Fax : + 41 22 799 4901  
E mail : [fidic@fidic.com](mailto:fidic@fidic.com)  
Website : [www.fidic.org](http://www.fidic.org)

**PART II – PARTICULAR CONDITIONS OF CONTRACT**

The Part II – Particular Conditions of Contract (PCC) constitute amendments and additions to the Part I – General Conditions of Contract (GCC).

In the event of a conflict or inconsistency between the Part I (GCC) and the Part II (PCC), the provisions stipulated in the Part II (PCC) shall prevail over and supersede those of Part I (GCC).

<b>Clause 1 – General Provision</b>	
<b>Sub-Clause 1.1.24 Defects Notification Period</b>	<b>Add the following after 1.1.23 in the Sub Clause</b>  "Defects Notification Period" means the period for notifying defects in the Works or a Section (as the case may be) under Sub-Clause 9.1 [Remedying Defects], as stated in the Appendix to Tender (with any extension under Sub-Clause 7.3 [Extension of time]), calculated from the date on which the Works or Section is completed as certified under Sub-Clause 8.1 [Taking Over Certificate]. and which shall extend for a period of 12 months unless otherwise specified. No defects shall be notified in the dredging works following issuance of a Taking-Over Certificate for those parts of the Works.
<b>Sub-Clause 1.1.25 Tax or Taxes</b>	<b>Add the following after 1.1.24 in the Sub-Clause:</b>  "Tax or taxes" means and includes all direct and indirect forms of taxation, whether imposed on the basis of primary or secondary liability, and statutory, governmental, supra-governmental, state, local governmental or municipal impositions, duties, contributions, deductions, withholdings and levies whether or not in India or elsewhere whenever imposed (whether imposed by way of a withholding or deduction, or by way of assessment for or on account of tax or otherwise) and all penalties, charges, costs and interest relating to any of them. Also, Tax or taxes entered into force or enacted after execution of this Contract fall within the scope of Tax or taxes as defined in the previous sentence.

	<p><b>"Tax Liability"</b> means both a (deferred) liability of the Contractor or any Subcontractor to make or suffer an actual payment of Tax or taxes as defined in this Contract (or an amount in respect of Tax). The method of accounting (e.g., cash basis or accrual basis) does not have any impact on the definition of Tax Liability in any way.</p> <p><b>"Tax Claim"</b> means:</p> <ul style="list-style-type: none"> <li>a) the issue of any notice, demand, assessment, letter or other document by or on behalf of any Tax Authority or the imposition of any withholding of or on account of Tax; and/or</li> <li>b) the preparation or submission of any notice, return, assessment, letter or other document by the Contractor or any Subcontractor; and/or</li> <li>c) any proceeding, suit, claim, arbitration, subpoena, discovery, request, investigation or action of or on account of Tax, from which it appears that a Tax Liability has been incurred by or will be imposed on the Contractor, the Subcontractor and/or the Employer in connection with the Works under this Contract.</li> </ul> <p><b>"Tax Refund"</b> means any right to repayment or actual repayment of Tax to which the Contractor, any Subcontractor or the Employer is entitled is or becomes entitled or receives in respect of an event in connection with the Contract if applicable.</p> <p><b>"Tax Return"</b> means any return, report, information return, schedule, certificate, statement or other document or amendment thereto (including any related or supporting information) filed or required to be filed with a Governmental Entity in connection with any Tax.</p> <p><b>"Tax Authority"</b> means any taxing or other authority competent to assess, recover, control or impose any Tax or Tax Liability.</p> <p><b>"Tax Indemnity"</b> means the obligations identified as indemnity given by the Contractor and Subcontractor or the Employer in connection with the Works under this Contract and any documentation entered into pursuant thereto.</p> <p><b>"GST"</b> means Good and Service Tax as per Indian Taxation Law.</p> <p><b>"Tax Credit"</b> means a credit against, relief or remission for, or repayment of any Tax.</p> <p><b>"Change in Law"</b> means the introduction, amendment, modification or repeal of any law, including tax law, and any change or addition to the interpretation or manner of enforcement of any law or any such consent.</p> <p><b>"Law"</b> means any decree, ministerial decision, statute, statutory instrument, law, proclamation, order, regulation, resolution, notice, ruling by a court, by-law, treaty or other instrument or requirement having the force of law within {Insert Country} issued, declared, passed or given effect to in any manner by the Government of {Insert Country}.</p>
<p><b>Sub-Clause 1.2 Interpretation</b></p>	<p><b>Add the following in the Sub-Clause:</b></p> <ul style="list-style-type: none"> <li>(a) words indicating one gender include all genders;</li> </ul>



	<p>(b) words indicating the singular also include the plural and words indicating the plural also include the singular;</p> <p>(c) provisions including the word “agree” or “agreement” require the agreement to be recorded in writing, and</p> <p>(d) “written” or “in writing” means hand-written, type-written, printed or electronically made, and resulting in a permanent record.</p> <p>(e) The word “Tender” is synonymous with “Bid”.</p> <p>(f) “Contractor’s Equipment” shall be understood to relate to all dredging and ancillary plant required for use in the execution of the Works.</p>
<b>Sub-Clause 1.3 Priority of Documents</b>	<p><b>Delete the documents listed (a)-(h) and substitute:</b></p> <p>(1) the Contract Agreement;</p> <p>(2) the Letter of Acceptance;</p> <p>(3) the Minutes of Meetings;</p> <p>(4) the Tender;</p> <p>(5) the Specification;</p> <p>(6) the Drawings;</p> <p>(7) the Particular Conditions;</p> <p>(8) the General Conditions;</p> <p>(9) the Tender Form and the Instructions to Tenderers;</p> <p>(10) Addenda issued by the Employer prior to the close of Tender.</p> <p>(11) Any Drawings and written statements required by any of the aforesaid documents to be submitted by the Tenderer.</p> <p>(12) Such other materials as nominated in or bound with the body of the Documents.</p> <p>The several documents forming the Contract are to be taken as mutually explanatory of one another</p>
<b>Sub-Clause 1.4 Law</b>	<p><b>Delete the last paragraph of the Sub-Clause and substitute:</b></p> <p>The Contract and any non-contractual obligations arising out of or in connection with it shall be governed by the law of the country (or other jurisdiction) stated in the Appendix to Tender.</p>
<b>Sub-Clause 1.7 Error or Defect Documents</b>	<p><b>Insert the following new Sub-Clause</b></p> <p>If a Party becomes aware of an error or defect in a document which was prepared for use in executing the Works, the Party shall promptly give notice to the other Party of such error or defect.</p>
<b>Sub-Clause 1.8 Confidential details</b>	<p><b>Insert the following new Sub-Clause</b></p> <p>“The Contractor shall treat the details of the Contract as private and confidential, except to the extent necessary to carry out the Contractor’s obligations under the Contract or to comply with applicable law. The Contractor shall not publish or disclose any particular of the Works without the previous agreement of the Employer. However, the Contractor shall be permitted to disclose any publicly available information, or information otherwise required to establish his qualifications to compete for other projects.”</p> <p>The Confidentiality provision shall extend to the Contractor and Contractor’s Personnel.</p>
<b>Sub-Clause 1.9 Approval of Publicity material</b>	<p><b>Insert the following new Sub-clause:</b></p> <p>“The Contractor shall not use or publish any information relating to the Works unless written permission to do so is first obtained from the Employer.”</p>

<p><b>Sub-Clause 1.10</b></p> <p><b>Term of the Contract Agreement not to exceed the Term of the Concession Agreement</b></p>	<p><b>Insert the following new Sub-Clause:</b></p> <p>"The term of the Contract shall not exceed in any case the term of the Concession Contract.</p> <p>The suspension of the Concession Term shall automatically cause the immediate suspension of the Contract and of the subcontracts related to it, as these agreements are accessory to the Concession Contract.</p> <p>The termination of the Concession Contract by any reason shall automatically cause the immediate termination of the Contract and of the subcontracts related to it, as this agreement are accessory to the Concession Contract.</p> <p>Once the Concession Contract is terminated, The Employer 's activity ceases and its right to exploit the Callao Multi-Purpose North Terminal expires. In this regard, upon termination of the Concession Contract this Contract shall automatically expire, unless, Grantor expressly decides to keep it in effect and to assume the contractual position of the Employer in relation to the Contractor.</p> <p>The contractor expressly waives bring civil liability actions against the Grantor, APN, the Regulator or its officials."</p>
<p><b>Sub-Clause 1.11</b></p> <p><b>Rates of Wages and Conditions of Labour</b></p>	<p><b>Insert the following new Sub-Clause:</b></p> <p>"The Contractor shall inform the Contractor's Personnel about their liability to pay personal income taxes in the Country in respect of such of their salaries, wages, allowances and any benefits as are subject to tax under the Laws of the Country for the time being in force, and the Contractor shall perform such duties in regard to such deductions thereof as may be imposed on him by such Laws.</p>
<p><b>Sub-Clause 1.12</b></p> <p><b>Working Hours</b></p>	<p><b>Insert the following new Sub-Clause:</b></p> <p>Working hours are unrestricted and assumed to be 24 hours per day 7 days per week unless otherwise governed by Laws and Regulations in India.</p>
<p><b>Sub-Clause 1.13</b></p> <p><b>Responsible Procurement</b></p>	<p><b>Insert the following new Sub-Clause</b></p> <p>a. The Vendor shall comply with all applicable laws, rules, regulations, orders, conventions, or ordinances of the country(i.e.) where Services/Work is performed or where Goods are produced and/or relate to the provision, licensing, approval or certification of the Services/Goods, including, but not limited to, those relating to occupational health and safety, environmental matters, wages, working hours and conditions of employment, sub vendor selection, discrimination, data protection and privacy. Further the Vendor shall respect and commit to implementing APMM's Vendor Code of Conduct (the "Code") as amended from time to time and found at; <a href="https://www.maersk.com/sustainability/supplier-code-of-conduct">https://www.maersk.com/sustainability/supplier-code-of-conduct</a> or alternatively an internationally recognized standard within the areas of human rights, anti-corruption, environment and labour, such as but not limited to United Nations Global Compact (UNGC) or Business Social Compliance Initiative (BSCI), and Vendor agrees to accommodating any potential audit pursuant to verification of the same by Buyer/APMM. The Vendor shall require their own Vendors to implement similar rules and as appropriate pass on such requirements to their sub-Vendors and so on. The original English version of the Code (as of March 2012) shall prevail in case of any disputes or discussions concerning the content and obligations of either Party.</p> <p>b. Company shall have the right to appoint at its own cost, charge and expense a well reputed third-party auditor (hereinafter referred to as "Company's Auditor") to audit and verify all matters in connection with Vendor's compliance</p>

	<p>with the previous Clause. Vendor shall cooperate with the Company's Auditor and provide access to all relevant sites, people and interviews with workers and documents. Alternatively, if approved in writing by Company, Vendor shall, within a reasonable period of time at its own cost, charge and expense appoint an internationally well reputed third-party auditor "Vendor's Auditor" to audit and verify all matters in connection with Vendor's compliance with the previous Clause.</p> <p>c. Company's Auditor may conduct an audit of Vendor on behalf of Company at any time whenever it is considered necessary by Company.</p> <p>d. If the audit has been conducted by Vendor's Auditor, the Vendor must share the results of the audit in full of the Company within one week of having received the audit report from its auditors and latest two weeks after conclusion of the audit.</p> <p>e. If the Company's Auditor or the Vendor's Auditor uncovers any material concern, Vendor shall without any undue delay present Company with an improvement plan which shall ensure that all concerns are dealt with and remediated in a manner satisfactory to Company.</p> <p>f. Vendor's repeated violation of [the Code/UNGC/BSCI/International Bill of Human Rights] and/or its failure to collaborate with Company's Auditor during an audit and/or its failure to collaborate with Company in implementing or developing improvement plans shall be considered a material breach of this Agreement. If Vendor commits any such breach of or fails to observe or perform any material obligation contained in [the Code/UNGC/BSCI/International Bill of Human Rights], and/or any agreed improvement plan, and such breach or failure has not been remedied to the satisfaction of Company within twenty-eight (28) days of receipt by the Vendor of a notice from Company requiring Vendor to remedy the same (or such longer period as may be specified in the said notice), Company shall be entitled to terminate the Contract in accordance with termination clause of the agreement.</p>
<b>Sub-Clause 1.14 Fail to Audit requirement</b>	<p><b>Insert the following new Sub-Clause:</b></p> <p>If a Contractor breaches the Code or fails to collaborate with the Employer's Auditor during an audit under clause 1.16, and any such breach or failure has not been remedied to the satisfaction of the Employer within 28 (twenty-eight) days of receipt by the Contractor of a notice from the Employer requiring the Contractor to remedy the same (or such longer period as may be specified in the said notice).</p>
<b>Sub-Clause 1.15 Obligations under the Code</b>	<p><b>Insert the following new Sub-Clause:</b></p> <p>In addition to its obligations under the Code, the Contractor shall ensure that no Plant, Materials or other items which are used by the Contractor or its Sub-contractors in any respect in relation to the Works are subject to any US or EU economic sanctions or export law or regulations which prohibits or restricts their use in a relevant way.</p>
<b>Sub-Clause 1.16 Responsible Procurement – Audit Rights</b>	<p><b>Insert the following new Sub-Clause:</b></p> <p>The Employer shall have the right to appoint at its own cost, charge and expense a well reputed third-party auditor ("the Employer's Auditor") to audit and verify all matters in connection with the Contractor's compliance with the Contract. The Contractor shall cooperate with the Employer's Auditor and provide access to all relevant sites and arrange interviews with all relevant personnel of the Contractor or any Sub-Contractor. Alternatively, if approved in writing by the Employer, the Contractor shall, within a reasonable period of time at its own cost, charge and expense appoint an internationally well reputed third-party auditor ("the Contractor's Auditor") to audit and verify all matters in connection with compliance with the Contract.</p>

<b>Sub-Clause 1.17 Contractors Audit</b>	<p><b>Insert the following new Sub-Clause:</b></p> <p>If the audit has been conducted by the Contractor's Auditor, the Contractor must share the results of the audit in full with the Employer within 1 (one) week of having received the audit report from its auditors and latest 2 (two) weeks after conclusion of the audit.</p>
<b>Sub-Clause 1.18 Employers Audit</b>	<p><b>Insert the following new Sub-Clause:</b></p> <p>If the Employer's Auditor or the Contractor's Auditor uncovers any material concern, the Contractor shall without any undue delay present the Employer with an improvement plan which shall ensure that all concerns are dealt with and remediated in a manner satisfactory to the Employer.</p>
<b>Sub-Clause 1.19 Health Safety and Environment Policy</b>	<p><b>Insert the following new Sub-Clause:</b></p> <ol style="list-style-type: none"> <li>The Contractor shall strictly comply with "Contractor's Safety Guidelines" and "Consequence Management" (copy enclosed) and all other local regulations which may be in force from time to time.</li> <li>Contractor shall strictly follow up Port security rules. Contractor shall arrange and responsible for all securities of their work site, workers, staffs, materials etc in port area. Contractor shall be responsible for taking necessary permission for the execution of work from respective state/central government authority as required. Contractor shall arrange necessary gate pass for entry &amp; exit of his material, manpower, equipments etc while working inside the pipavav port custom bonded area as per Custom Department-Pipavav port direction. Contractor shall fully responsible to comply of all custom rules &amp; regulation inside the custom bonded area.</li> <li>All workers and staffs of Contractor and Contractor's sub-Contractors shall wear safety boots, safety helmets, visibility jackets, safety harnesses at work site and when working at heights during working hours. If any person of the Contractor fails to maintain PPE requirements, GPPL will fine Rs. 5000/- per occurrence at sole discretion of GPPL. Minimum PPE requirements for all Contractor personnel at site are Helmet, F. L. Jacket and Safety shoes with steel toe.</li> <li>The working hour of individual persons/workers/staffs of Contractor and Contractor's sub – Contractors shall not permit more than 8 hours per day at work site. If Contractors shall fails to follow up GPPL will fine Rs 10000/- per incident. If Contractor shall working in 24 hours or in night hour in shifts, the Contractors shall arrange adequate lighting arrangement and precautions, safety equipments, tools &amp; tackles etc his own cost.</li> <li>Contractors shall strictly follow up vehicle running speed in the port area as under. <ul style="list-style-type: none"> <li>Outside Custom bonded area – 40 km per hour</li> <li>Inside Custom bonded area – 30 km per hour</li> <li>Jetty and container yard area – 20 km per hour</li> </ul> </li> <li>If Contractors shall fails to follow up above speed limit in port area GPPL will fine Rs 5000/- per incident. All the vehicles and equipments used for this work the Contractors shall comply all applicable rules &amp; regulations.</li> <li>Chewing and spitting of tobacco, gutka, mava, liquor or any such substances are strictly prohibited in Port area. If any person of the Contractor found chewing tobacco, he will be sacked from the site and Rs. 5000/- will be fined to the Contractor.</li> </ol>

	<p>h) Staff /workers of Contractors and his sub-Contractors shall violations of port safety and security rules, GPPL will fine Rs. 30,000/- for non-compliance report, Rs. 20,000/- near miss report, Rs 10,000/- Observation report per occurrences and Rs. 5,000/- Without PPE per persons.</p> <p>i) Contractors shall submit risk assessment of this work &amp; taken approval from HSSE Department GPPL before execution of work.</p> <p>j) Contractors shall arrange and fix metal barricading surrounding worksite for safety in his risk and cost.</p> <p>k) Contractor shall arrange diversion as per site condition including all required necessary arrangement like manpower, equipments, material etc.</p> <p>l) Contractor shall arrange and fix proper metal scaffolding for staging for the work as per APMT Guidelines and conform the latest IS standard.</p>
<b>Clause 2 – The Employer</b>	
<b>Sub-Clause 2.1 Right of Access to the Site</b>	<p><b>Insert the following at the end of the Sub-clause:</b></p> <p>"The Site shall be made available to the Contractor in the actual condition ("as is, where is"). The Employer does not warrant that any part of the Site is fit for purpose, free or defects, either latent or apparent and/or free of soil pollution. Any and all defects in the Site, either latent or apparent are at the Contractor's risk and expense. Neither the Employer or the Contractor has knowledge of any soil pollution in the area to be dredged.</p> <p>The Employer's provision of the Site and Contractor's free and interrupted access thereof shall terminate 28 days after its receipt of the Taking-Over Certificate for the Works.</p> <p>The Contractor shall comply with all the access requirements of Site security / access / egress arrangements and in particular the requirements of the Employer.</p> <p>In case any operation connected with the traffic / access necessitates diversion, obstruction or closure of any road, railway or any other "right of way" the approval of the Engineer and the respective competent authorities shall be obtained well in advance.</p> <p>Access routes shall also include access by sea.</p> <p>The Contractor shall at all times observe and comply with all Laws, including regulations and orders relating to navigation and anchoring of floating plant to be used throughout the Works and any instruction that may be given by the Engineer. The Contractor shall carry out his work strictly in an approved manner and as agreed from time to time with the Harbour Master and Engineer.</p> <p>The Contractor shall not be entitle to grant to any third party a right of use, lease, loan for use, or any other right to (any part of the) Project, and the Contractor shall not make (any part of) the Site available to any third party without obtaining Employer's prior written consent."</p>
<b>Sub-Clause 2.2 Permits &amp; Licenses</b>	<p><b>Insert the following at the end of the Sub-Clause:</b></p> <p>"The Contractor shall carry out the Works in accordance to and full adherence to the requirements in the Dumping Permit approved, the addendum to the Environmental Impact Assessment approved (ITS) and the Dredging Plan</p>

	<p>approved by Employer. The Contractor shall be required to obtain all other necessary permits, licenses or approvals and pay all costs, charges and fees in connection with the Works, his equipment and personnel from respective government authorities.</p> <p>Irrespective of whether a license, permit or consent has been obtained by the Contractor in the name of the Employer, the Contractor shall satisfy all obligations thereunder, including, without limitation, any obligation to report to the relevant Authority under such license, permit or consent. A report shall be submitted for approval to the Employer before it is issued to the relevant Authority. The Employer shall approve the report, provided that, to the Employer's knowledge, the information contained in the report is correct. The Employer shall approve, or disapprove, of the report within 5 days as from the date of receipt of the report."</p> <p>Unless explicitly stated otherwise in the Contract, the Contractor shall give all notices, pay all taxes, royalties, duties and fees, and obtain, maintain and/or renew all permits, licenses and/or approvals, as required by Legislation for the legal and proper execution of the Works. This obligation shall, without limitation, require the Contractor to contest at its own risk and expense, any appeal made or brought by any third party in relation to any permit, license and/or approval granted and properly to take all appropriate legal measures available to the contractor against any refusal to grant a permit, license and/or approval.</p> <p>The Contractor shall not be entitled to any Claims or Extension of Time and reimbursement of extra cost as result of failure to obtain or failure to allow sufficient time to obtain permits.</p> <p>The Contractor shall be responsible and pay or reimburse the Employer for any fines, penalties and/or sanctions of any nature imposed by the authorities to the Contractor and/or the Employer for not complying fully or partially with the conditions stated in the permits and/or licenses obtained either by the Contractor or the Employer; including, but not limited to, exceeding the maximum approved dumping volume, the approved dredging plan and the approved ITS, which the Contractor declares to have read and fully understood.</p>
<p><b>Sub-Clause 2.3 Site Data</b></p>	<p><b>Insert the following at the end of the Sub-Clause:</b></p> <p>"The Employer shall neither be responsible, nor liable, for any inaccuracy and/or omission of any kind in information provided by, or on behalf of, the Employer to the Contractor and/or The Contractor's personnel.</p> <p>The Contractor shall be deemed to have obtained all necessary information required to assess the nature and extent of risks, contingencies and other circumstances assumed by it under the Contract and shall be deemed to have obtained all necessary information required to perform its obligations under the Contract. 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 as to all relevant matters, including but not limited to:</p> <ul style="list-style-type: none"> <li>a) the form and nature of the Site, including the geological, geotechnical, and sub-surface conditions, the quality of existing structures and the means of communications with and restrictions of access to the site,</li> <li>b) the hydrological and climatic conditions,</li> <li>c) the extent and nature of the works and Goods necessary for the execution and completion of the Works and the remedying of any defects,</li> <li>d) the Laws, procedures, and labor practices of the Country, and</li> </ul>

	<p>e) the Contractor's requirements for access, accommodation, facilities, personnel, power, transport, water and other services."</p> <p>Data made available by the Employer, in accordance with this Sub-Clause, shall be deemed to include data listed elsewhere in the Contract as open for inspection at the offices of:</p> <p>Gujarat Port Pipavav Limited Post Rampara-2, Via Rajula, District Amreli [Gujarat] Pipavav Port - 365 560 India</p> <p>The Contractor shall be deemed to have based his Tender on the data made available by the Employer and on his own inspection and examination, all as aforementioned".</p>
<b>Clause 3 – The Engineer</b>	
<b>Sub-Clause 3.1 Engineer's Duties and Authority</b>	<p><b>Insert the following at the end of the Sub-Clause:</b></p> <p>"The Engineer has no authority to amend the Contract or to relieve either Party of any duties, obligations or responsibilities under the Contract. Any approval, check, certificate, consent, examination, inspection, instruction, notice, proposal, request, test or similar act by the Engineer shall not relieve the Contractor from any responsibility he has under the Contract, including responsibility for errors, omissions, discrepancies and non-compliance."</p>
<b>Sub-Clause 3.4 Replacement of the Engineer</b>	<p><b>Insert the following new Sub-Clause</b></p> <p>If the Contractor considers the intended replacement to be unsuitable, he has the right to raise reasonable objection against him by notice to the Employer, with supporting particulars, and the Employer shall give full and fair consideration.</p>
<b>Sub-Clause 3.5 Management Meetings</b>	<p><b>Insert the following new Sub-Clause</b></p> <p>The Engineer may require the Contractor to attend a management meeting in order to review the arrangements for the Works. The Engineer shall record the minutes of meeting and circulate copies of the record to those attending the meeting and to the Employer. In the record, responsibilities for any actions to be taken shall be in accordance with the Contract.</p>
<b>Clause 4 – The Contractor</b>	
<b>Sub-Clause 4.1 General Obligations</b>	<p><b>Insert the following at the end of the Sub-Clause:</b></p> <p>"The Contractor shall carry out all of its activities in such manner that it shall not cause the Employer to breach any requirement pursuant to Legislation (including Permits and Licenses) which is related to the Project.</p> <p>The Contractor shall, throughout the progress of the Works take responsibility for safety of all persons on the Site and shall, inter alia, keep the Site and the Works in an orderly state, appropriate to the avoidance of danger to such persons, and in connection with the Works, provide and maintain all lights, guards, fencing, warning signs and watching when and where necessary, appropriate and/or required by Legislation for the protection of the Works and/or for the safety of the public or others; and ensure that the Works shall be kept secure at all times."</p>
<b><del>Sub-Clause 4.4 Performance</del></b>	<b><del>Insert new paragraph at end of the Sub-Clause:</del></b>

<b>Security</b>	<p><del>The Contractor shall deliver the Performance Security to the Employer within 28 days after receiving the Letter of Acceptance and shall send a copy to the Engineer. The Performance Security shall be issued by a well known bank to be approved in advance in writing by the Employer and shall be in the form annexed as Section 5 or in another form approved by the Employer.</del></p> <p><del>The Performance Security shall be issued by any bank approved by Reserve Bank of India located or registered in the Country or by internationally operating Bank. In all cases the organization shall have a triple A rating and approved format provide by the Employer.</del></p>
<b>Sub-Clause 4.5 Avoidance of interference</b>	<p><b>Insert the following new Sub-clause:</b></p> <p>"The Works shall be carried out in such a manner as not interfere with vessels using the sea surrounding the Site or endanger or interfere with traffic whether by road, rail or water and other normal operations of the Employer."</p> <p>the terminal operations of the Employer or of the other operators on the Site shall not be prevented or disrupted in any way except by prior written permission of the Employer</p>
<b>Sub-Clause 4.6 Health &amp; Safety</b>	<p><b>Insert the following new Sub-clause:</b></p> <p>"The Contractor shall immediately notify the Engineer if any accident occurs whether on or off site in connection with the Works which results in any injury to any person whether directly concerned with the site or a third party. Such notification may initially be verbal and shall be followed by a comprehensive written report within 24 hours of the accident.</p> <p>Without prejudice to the above, the Contractor shall develop a Health and Safety Plan to be approved by the Engineer. The Engineer shall be entitled to audit the compliance by the Contractor with the Health and Safety Plan at such times and as often as it may reasonably decide. The Contractor shall provide all the necessary support and assistance, at its own cost, to allow the Engineer to carry out such audit."</p>
<b>Sub-Clause 4.7 Safety Procedures</b>	<p><b>Insert the following new Sub-clause</b></p> <p>Ensure that all lights provided by the Contractor shall be screened so as not to interfere with any signal lights of the port or with any traffic or signal lights of any local or other authority;</p>
<b>Sub-Clause 4.8 sufficiency of the accepted contract amount</b>	<p><b>Insert the following new Sub-clause</b></p> <p>The Contractor shall include such expenditure for liaising / dispute resolve with local inhabitants in operating area within the work period.</p>
<b>Sub-Clause 4.9 Protection of the Environment</b>	<p><b>Insert the following new Sub-clause</b></p> <p>The Contractor shall ensure that emissions, surface discharges and effluent from the Contractor's activities shall not exceed the values stated in the Specification or prescribed by applicable Laws.</p>



<b>Sub-Clause 4.10 Electricity, Water and Gas</b>	<p><b>Insert the following new Sub-clause</b></p> <p>The Contractor shall, except as stated below, be responsible for the provision of all power, water and other services he may require for his construction activities and to the extent defined in the Specifications, for the tests.</p>
<b>Sub-Clause 4.11 Employer's Equipment and Free- Issue Material</b>	<p><b>Insert the following new Sub-clause</b></p> <p>The Employer's port operational equipment shall not be available to the Contractor unless authorization in writing is provided by the Employer and the Engineer.</p>
<b>Sub-Clause 4.12 Security at Site</b>	<p><b>The Insert the following new Sub-clause</b></p> <p>The Contractor shall ensure the security of the Site during the whole period of execution and shall be responsible for taking the necessary steps to prevent any loss or accident, which may result from carrying out the Works. The Contractor shall take all essential steps, on his own responsibility and at his expense, to ensure that existing structures and installations on the Site are protected, preserved and maintained.</p>
<b>Sub-Clause 4.13 Sunken Equipment</b>	<p><b>The Insert the following new Sub-clause</b></p> <p>Should any equipment, (floating or otherwise) belonging to or chartered by the Contractor or any Sub-contractor sink due to any cause whatsoever it shall immediately be reported by the Contractor to the competent authorities and the Engineer, and the Contractor shall, remove any such equipment, plant, materials or objects or otherwise deal with the same as the Engineer or the competent authorities may direct.</p> <p>The fact that such sunken equipments, plant, materials or things are insured or have been declared a total loss or do not represent any further value shall not absolve the Contractor from his obligations under this Clause to raise and remove the same.</p> <p>Until such sunken plant or materials or things have been raised and removed the Contractor shall set such buoys and display at nights such lights and do all such things for the safety of navigation as may be required by the competent authorities or by the Engineer.</p> <p>In the event of the Contractor not carrying out the obligations imposed on him by this Sub-Clause, the Employer may or cause to buoy and light such sunken plant and raise and remove the same without prejudice to the right of the Employer to hold the Contractor liable and all expenses consequent thereon and incidental thereto shall be borne by the Contractor and shall be recoverable from him as a debt by the Employer or may be deducted by the Employer from any moneys due or which may become due to the Contractor.</p>
<b>Sub-Clause 4.14 Anchoring of Marine Plant</b>	<p><b>The Insert the following new Sub-clause</b></p> <p>Permission to anchor marine plant and equipment (crafts, vessels, etc.) in the Port of Pipavav areas, as and when required, will be given by the Engineer subject to the approval of the Employer. The suitability of the areas for such anchorages shall be determined by the Contractor, and the use of such areas by the Contractor must not affect marine traffic in the area.</p>
<b>Sub-Clause 4.15 Tax &amp; Risk Opportunities</b>	<p><b>The Insert the following new Sub-clause:</b></p>

	<p>(a) The Contractor has accounted for the following tax, duties, and fees within the Accepted Contract Amount:</p> <ol style="list-style-type: none"> <li>1) withholding taxes; and/or</li> <li>2) personal income tax; and/or</li> <li>3) corporate income tax; and/or</li> <li>4) general goods &amp; service tax on locally purchased Goods and services; and/or</li> <li>5) fuel tax; and/or (If any)</li> <li>6) cement tax; and/or (If any)</li> <li>7) excise tax. (If any)</li> <li>8) Labour cess &amp; BOCW related tax. (If any)</li> <li>9) Stamp Duties (If any)</li> </ol> <p>For the avoidance of doubt, the Contractor is responsible at all times during the period covered by this Contract for the payment of and/or discharge of all other obligations in respect of all taxes, duties and fees set out within this sub-paragraph and subject to sub-paragraph (c) below, shall not be entitled to any increase and/or other modification to the Accepted Contract Amount and/or the Contract Sum in any circumstances as a result of the payment of and/or discharge of all other obligations in respect of all such taxes, duties and fees in accordance with this sub-paragraph.</p> <p>(b) The Contractor has not accounted for the following taxes, duties, and fees within the Accepted Contract Amount and the same shall remain the responsibility of the Employer:</p> <ol style="list-style-type: none"> <li>1) Those taxes, duties and fees to be paid to the Engineers and Architects Guild in accordance with Sub-Clause 4.1; and/or</li> </ol> <p>(c) For the avoidance of doubt, the Contractor shall not be entitled to any increase and/or other modification to the Accepted Contract Amount and/or the Contract Sum in any circumstances as a result of the Employer's responsibility for such taxes, duties and fees in accordance with this sub-paragraph,</p> <p>(d) Without prejudice to the foregoing, in the case of any taxes, duties and fees identified at number (5) and/or (7) in sub-paragraph a above where the Contractor, working with the Employer, has identified and/or contributed to the identification of cost savings as set out within the Opportunities Register such cost savings shall be reflected in an adjustment to the Accepted Contract Amount in accordance with Sub-Clause 14.A..</p> <p>(e) The Accepted Contract Amount does not include taxes, duties and fees for the permanent import or nationalisation into the Country of Goods that will be used in and/or incorporated into the Works, on the assumption that such Goods (which may or may not be commodities) will be the subject of tax exemptions and the Parties have agreed to record this assumption on the Risk Register."</p>
<b>Clause 7 – Time for Completion</b>	
<b>Sub-Clause 7.2 Programme</b>	<p><b>Add the following paragraphs at the end of the Sub-Clause:</b></p> <p>The Contractor shall submit a detailed time programme to the Engineer within</p>

	<p>7 days after receiving the Work Commencement notice. The Contractor shall also submit a revised programme whenever the previous programme is inconsistent with actual progress or with the Contractor's obligations including whenever the Engineer has granted an extension of time to complete the Works.</p> <p>For the avoidance of doubt, the Contractor will only be entitled to an extension of Time for Completion provided it has made all reasonable proper efforts to mitigate any delay.</p> <p>Any failure by the Employer to rely upon any antecedent breach of a condition precedent will not amount to a waiver by the Employer of its rights in this respect.</p> <p>Further, where more than one event causes concurrent delays and the cause of at least one of those events, but not all of them, is a cause of delay which would not entitle the Contractor to an extension of time then to the extent that the delays are concurrent, the Contractor will not be entitled to an extension of time.</p>
<b>Sub-Clause 7.3 Extension of Time Completion</b>	<p><b>Add the following paragraphs at the end of the Sub-Clause</b></p> <p>Contractor will be entitled to an extension of the Time for Completion for delay of the Works caused by Port vessel traffic exceeding 6 hours of idle stoppage. The Contractor shall not be charged for such delays till 6 hours stoppage due to Port traffic. Such delay to be calculated as the sum of delays caused by the actual Port vessel traffic compared to the statistic. However, any equipment breakdown/ repair/ maintenance shall not attribute to Employer and should not be considered as idle stoppage.</p> <p>Any stoppage exceeding 6 hours due to Port traffic shall be considered as idle hours and contractor shall be compensated/entitled for extension of time of completion or INR 10,000 per one idle hour. However, penalty of INR 10,000 per hour shall be levied to the contractor if the contractor's equipment is idle/breakdown for more than 6 hours for any other reason not attributed to Port traffic.</p>
<b>Sub-Clause 7.5 Delay Damages</b>	<p><b>Insert the following New Sub-Clause:</b></p> <p>If the Engineer extends the Time for Completion under Sub-Clause 7.3 after delay damages have been paid or otherwise accounted for under this Sub- Clause, the extension of the Time for Completion shall not invalidate the Employer's claim for delay damages. In such circumstances the Contractor's liability to pay delay damages shall be limited to the sum due on the basis of the new Time for Completion, and the Employer shall repay or otherwise account for the difference between that sum and the sum which has been paid or otherwise accounted for on the basis of the Employer's claim before the extension of the Time for Completion. Interest shall not be payable by the Employer on any amounts payable or repayable under this Sub-Clause.</p> <p>Once the applicable limit of delay damages is reached, the Employer will be able to suspend this contract and hire third parties to complete the Works. Any cost associated with the hiring of third parties to complete the Works shall be recovered from the Contractor.</p>
<b>Sub-Clause 7.6 Suspension of Work</b>	<p><b>Insert the following New Sub-Clause:</b></p> <p>Without prior written approval from Employer to do otherwise, throughout any suspension, the Contractor will maintain its Contractor's Personnel ready to recommence work. The Contractor will notify the Employer of details of any of its Contractor's Personnel that it proposes to redeploy to other projects and the Employer may require the Contractor not to so redeploy any of the Contractor's Personnel it considers to be key to the Works.</p> <p>"The Engineer and/or the Employer's HSSE representative retain the right to order an immediate halt to any Works that are deemed to be a risk to the health and safety of any persons within or in the vicinity of the Works including the public and the Contractor's staff or Sub Contractors.</p>

	Any delay or cost resulting from stopping the Works due to health and safety issues by the Engineer and/or the Employer's HSSE representative or work stopping by government authorities shall be entirely at the Contractor's risk cost and expense. Throughout any suspension, the Contractor will maintain its staff and labour resources ready to recommence work. The Contractor will notify the Employer of details of any of its staff and labour that it proposes to redeploy to other projects and the Employer may require the Contractor not to so redeploy any staff or labour it considers to be key to the project
<b>Sub-Clause 7.7 Prolonged Suspension</b>	<b>Insert the following New Sub Clause</b> "If the suspension affects the whole of the Works and the suspension has continued for an uninterrupted period of 90 days the Contractor may give notice of termination under Termination by Contractor Sub-Clause.
<b>Clause 9 – Remedying Defects</b>	
<b>Sub-Clause 9.4 Remedial Work</b>	<b>Insert the following new Sub-Clause</b> In addition to the costs for the removal of improper work, materials or plant, the Contractor shall be liable for the additional costs of the Engineer's services in supervising and administering these works. These costs shall be determined as the additional amount charged by the Engineer to the Employer for the provision of engineering services related to this item.
<b>Clause 11 – Contract Price and Payment</b>	
<b>Sub-Clause 11.2 Advance Payment</b>	<b>Delete the last sentence of the third paragraph and substitute:</b> This guarantee shall be in the prescribed form/format provided by the Employer and issued by any reputable bank approved by Reserve Bank Of India.
<b>Sub-Clause 11.10 Practical procedures (Mitigation Clause (not exclusive))</b>	<b>Insert the following new Sub-Clause</b>  In order to reduce the tax liability in connection to the Works for the Contractor as well as for the Employer, both parties will undertake and fulfill all (administrative) formalities on behalf of the other party and will without prejudice collaborate together to file all relevant tax exemption applications to effectuate a maximum reduction of such a tax liability. The same principle applies for the obtainment of a tax credit by either Party in connection to the Works. If applicable the terms and conditions of the Concession Agreement or tax holiday Contract or similar (tax) incentive need to be taken into account.  The Contractor represents that it will fulfill all actions necessary and put in place all documents required to lower the tax liability, for example custom duties insofar it is included in the gross price for the Works  The parties shall use their respective reasonable endeavours (so far as within their respective powers and to the extent relevant to them) to ensure that the conditions are fulfilled as soon as is reasonably practicable. In particular (and without prejudice to the generality of the foregoing), the Employer and the Contractor shall use all reasonable endeavours to agree the form of notifications (if any) which will be submitted to the Government of {Insert Country}, seeking their consent for the purposes of satisfying such conditions and to submit such notifications as soon as reasonably practicable after the date of this Contract or otherwise as the relevant parties may agree to.
<b>Sub-Clause 11.11</b>	<b>Insert the following new Sub-Clause</b>

<p><b>Tax Mitigation</b></p>	<p>a) The Contractor shall prepare and/or provide and/or present all paperwork and/or lists and/or other documentation and/or other evidence necessary to enable the Awarding Administration to grant temporary import licenses for machinery and/or equipment and/or dredgers and/or other construction tools (in general Contractor's Equipment) that will only stay in the Country during the construction of the Works for the purpose of the Contractor executing the Works and that are subject, in accordance with the Laws of the Country, to a temporary import license. The Contractor shall further be responsible for keeping a detailed inventory (such inventory to be available for inspection at all reasonable times by the Employer and/or the Awarding Administration and/or any Relevant Authorities ) of all such machinery and/or equipment and/or dredgers and/or other construction tools subject to such temporary import license for the duration of this Contract or throughout the period of time that the Contractor is present in the Country for the Project (whichever is the longer), and shall further be responsible for the process (which for the avoidance of doubt shall include the preparation and/or provision and/or presentation of all paperwork and/or lists and/or other documentation and/or other evidence as may be required) of re-exporting out of the Country at the end of the Project any relevant machinery and/or equipment and/or dredgers and/or other construction tools and/or any other vehicles and/or tools that may have been required by the Contractor in relation to the Project.</p> <p>b) The Contractor shall comply at all times with all relevant and/or required mechanisms and/or procedures to obtain the relevant import tax benefits for Materials that are or shall be incorporated into the Works</p> <p>c) The Contractor will, together with the Employer, proactively work towards achieving those cost-savings opportunities that have been recorded and valued in the Opportunities Register. Actions that the Parties will pursue in satisfaction of this obligation include but are not limited to:</p> <ul style="list-style-type: none"> <li>- the Parties shall collaborate together and with their tax advisers to seek a formal opinion from the Awarding Administration and/or the Relevant Authorities (as may be appropriate) regarding the application method and/or requirements and/or mechanism and/or procedures necessary to enable the Parties to achieve all applicable tax reliefs and/or mitigations and/or other relevant tax saving opportunities in accordance with the General Consumption Tax on the local purchases of pre-cast construction Materials in compliance with the Laws; and</li> <li>- the Parties will collaborate at all times with each other to work and invoice in accordance with the relevant identified mechanisms and/or requirements and/or procedures as may be required to enable one or both of the Parties to benefit from any relevant tax reliefs and/or deductions and/or mitigations and/or other tax saving opportunities.</li> </ul> <p>d) The Contractor will, together with the Employer, proactively work to minimize and mitigate those tax risks that have been recorded on, or added to, the Risk Register. Actions that the Parties will pursue in satisfaction of this obligation include but are not limited to:</p> <ul style="list-style-type: none"> <li>- collaboration and co-ordination between the Parties and their respective tax advisers to find suitable applicable procedures and methods to ensure that the Accepted Contract Amount is not exceeded as a result of the import of any Materials and further to avoid either Party incurring any tax liabilities, such as tax liabilities in accordance with the General Consumption Tax, on</li> </ul>
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	<p>the import of any Materials that will be imported or nationalised into the Country and that are to be incorporated into or to form part of the Works; and</p> <ul style="list-style-type: none"> <li>- the Parties, once the relevant tax saving procedures and/or methods have been identified, such that there is no adjustment required to the Accepted Contract Amount as a result of any tax liability, shall collaborate with each other at all times to apply for and obtain those relevant identified tax mitigating and/or saving measures for the import of Materials that will be imported or nationalised into the Country and that will be incorporated into or form part of the Works, as may be required, in accordance with the requirements and/or suggestions of the Awarding Administration and/or the Relevant Authorities.</li> </ul> <p>e) The Contractor shall have total responsibility for properly and diligently preparing and filing all necessary paperwork and/or other documents as may be required pursuant to paragraphs (a) to (d) of this Sub-Clause and the Employer shall have no responsibility and/or liability to the Contractor for any tax benefit and/or temporary import license in the event that the Relevant Authorities do not grant and/or award any tax benefit and/or temporary import license as envisaged by this Sub-Clause.</p> <p>f) In complying with this Sub-Clause, the Contractor shall have all due regard to the provisions of chapter 16 of the Concession Agreement.</p>
<b>Sub-Clause 11.12 – Evaluation</b>	<p><b>Insert the following new Sub-Clause</b></p> <p>The Employer reserves the right to reduce or delete certain aspects of the Works during the construction period by informing the Engineer and the Contractor in writing of the proposed changes. Calculation of the amended value of the Works shall be based on measured work at rates defined in the relevant Schedules.</p>
<b>Sub-Clause 11.13 Right to Vary</b>	<p><b>Insert the following new Sub-Clause</b></p> <p>The alteration, additions and improvements under this Sub-Clause shall be made only insofar as they can be executed by means of the Contractor's Equipment used or intended to be used in the execution of the Works as originally specified by the Contractor in his bid document.</p> <p>The Employer reserves the right to reduce or delete certain aspects of the Works including items of the Works specified as "Optional" during the construction period by informing the Engineer and Contractor in writing of proposed changes. Calculation of the amended value of work reduced or deleted shall be based on measured work at the rate defined in the Schedules.</p>
<b>Sub-Clause 11.14 Dues and Duties</b>	<p><b>Insert the following new Sub-Clause</b></p> <p>The Contractor shall pay, such rates and prices defined by him in the Contract Price which shall include but not limited, all freight and insurance charges, harbour dues, pilotage, wharfage, port rates, tolls landing charges, octroi and all other dues in respect of plant and equipment, ancillaries, spares, lubricants, etc imported into India and brought into Gujarat in connection with the Works.</p> <p>This is excluding any port charges which will otherwise be levied by the Gujarat Pipavav Port Limited.</p>
<b>Sub-Clause 11.15 – Local Taxation</b>	<p><b>Insert the following new Sub-Clause</b></p> <p>The Contract Price shall be exclusive of Gujarat State Service Tax, but include all customs duties, import duties, business taxes, and income and other taxes</p>

	<p>duties, levies, royalties, local taxes etc. that may be levied in accordance with the laws and regulations in being on the date 28 days prior to the latest date for submission of bids in the Employer's country on the Contractor's Equipment, and supplies (temporary and consumable) acquired for the purpose of the Contract and on the services performed under the Contract. Nothing in the Contract shall relieve the Contractor from his responsibility to pay any tax that may be levied in the Employer's country on profits made by him in respect of the Contract.</p>
<p><b>Sub-Clause 11.16 Personal Income Taxes</b></p>	<p><b>Insert the following new Sub-Clause</b></p> <p>The Contractor's Personnel will be liable to pay personal income taxes in the Employer's country in respect of such of their salaries and wages as are chargeable under the laws and regulations for the time being in force, and the Contractor shall perform such duties in regard to such deductions thereof as may be imposed on him by such Laws and regulations.</p>
<p><b>Clause 12 – Default</b></p>	
<p><b>Sub-Clause 12.5 Termination for Convenience</b></p>	<p><b>Insert the following new Sub-clause:</b></p> <p>"The Employer will be entitled to terminate the Contract, at any time for the Employer's convenience, by giving notice of such termination to the Contractor. The termination shall take effect 5 days after the later of the dates on which the Contractor receives this notice.</p> <p>The Employer shall not terminate the Contract under this Sub-clause in order to execute the Works himself or to arrange for the Works to be executed by another contractor."</p>
<p><b>Sub-Clause 12.5 Corrupt or fraudulent Practices</b></p>	<p><b>Insert the following new Sub-Clause</b></p> <p>If the Employer determines that the Contractor has engaged in corrupt, fraudulent, collusive or coercive practices, in competing for or in executing the Contract, then the Employer may, after giving 5 days' notice to the Contractor, terminate the Contractor's employment under the Contract and expel him from the Site.</p> <p>Should any employee of the Contractor be determined to have engaged in corrupt, fraudulent or coercive practice during the execution of the Works then that employee should be removed. For the purpose of this Sub-clause:</p> <ol style="list-style-type: none"> <li>"Corrupt Practice" means the offering, giving, receiving, or soliciting of anything of value to influence the procurement process or in the Contract execution.</li> <li>"Fraudulent Practice" means a misrepresentation of facts in order to influence a procurement process or the execution of the Contract and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels.</li> <li>"Collusive Practice" means a scheme or arrangement between two or more bidders, designed to establish bid prices at artificial, non-competitive levels.</li> <li>"Coercive Practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the procurement process or affect the execution of a contract."</li> </ol>
<p><b>Clause 13 – Risk and Responsibility</b></p>	
<p><b>Sub-Clause 13.4 Force Majeure</b></p>	<p><b>Insert the following before the first paragraph of this Sub-clause:</b></p>

	<p>"In this Clause, "Force Majeure" means an exceptional event or circumstance:</p> <ul style="list-style-type: none"> <li>a) which is beyond a Party 's control;</li> <li>b) which such Party could not reasonably have provide against before entering into the Contract;</li> <li>c) which, having arisen, such party could not reasonably have avoided or overcome; and</li> <li>d) which is not substantially attributable to the other Party.</li> </ul> <p>Force Majeure may include, but is not limited to, the Defined Risks stated under Clauses 6.1.a, 6.1.b, 6.1.c, 6.1.d, and 6.1.e so long as conditions a) to d) above are satisfied.</p> <p>Each Party shall at all times use all reasonable endeavors to minimize any delay in the performance of the Contract as a result of Force Majeure. A Party shall give notice to the other Party when it ceases to be affected by the Force Majeure."</p> <p>Replace the first paragraph with the following:</p> <p>"If a party is or will be prevented from performing any of its substantial obligations under the Contract by Force Majeure, then it shall give notice to the other Party of the event or circumstances constituting the Force Majeure and shall specify the obligations, the performance of which is or will be prevented. The notice shall be given within 3 days after the Party became aware or should have become aware of the relevant event or circumstance constituting Force Majeure.</p> <p>Replace "84 days" with "21 days" &amp; "28 days" with "7 days" in 2nd paragraph.</p>
<b>Clause 14 – Insurance</b>	
<p><b>Sub-Clause 14.1 Arrangements</b></p>	<p><b>Insert the following at the end of the Sub-clause:</b></p> <p>"The insurance shall cover the Employer and the Engineer against liability for claims, damages, losses and expenses (including legal fees and expenses) arising from injury, sickness, disease or death of any person employed by the Contractor or any other of the Contractor 's Personnel."</p>
<p><b>Sub-Clause 14.3 Insurance to be provided by Contractor (as Insuring Party)</b></p>	<p><b>Insert the following new Sub-Clause</b></p> <p>Without limitation to its obligations and responsibilities under this Contract and the Concession Agreement [and any Financing Document(s)], Contractor shall obtain and maintain in full force until the works are delivered to Employer, the insurances set forth below. Each policy taken out by Contractor in accordance with this Sub-Clause 14.3 shall:</p> <ul style="list-style-type: none"> <li>(a) be placed with an insurance company satisfactory to the Employer duly authorized to do business in the country in which the Works are to be executed;</li> <li>(b) other than in respect of 14.3.1, include the Employer as co-insured and provide that the insurers or underwriters' rights of subrogation against Employer are waived;</li> <li>(c) provide that insurer cannot cancel or terminate any policy without first having given Employer thirty (30) days prior written notice or such other period as may be required by insurers or reinsurers of such risks of an intention to cancel or</li> </ul>



	<p>terminate and, in the case of non-payment of premium, an opportunity to pay such premium;</p> <p>All deductibles and/or excesses in respect of the insurances hereunder shall be the cost of the Contractor. All losses which Contractor is obliged to insure under this Contract, and/or where Contractor fails to maintain and/or procure the required insurances, shall be for the account of Contractor.</p> <p>(d) Workers' Compensation (including Employer's Liability) covering any person employed by the Contractor or any other of the Contractor's Personnel and protecting the Employer against liability for claims, damages, losses and expenses (including legal fees and expenses) arising from injury, sickness, disease or death of any person employed by the Contractor or any other of the Contractor's Personnel.</p> <p>(e) This insurance shall cover the Employer and the Engineer against liability for claims, damages, losses and expenses (including legal fees and expenses) arising from injury, sickness, disease or death of any person employed by the Contractor or any other of the Contractor's Personnel, except this insurance may exclude losses and claims to the extent that they arise from any act or neglect of the Employer or the Employer's Personnel.</p> <p>(f) The insurance shall be maintained in full force and effect during the whole time that these personnel are assisting in the execution of the Works. For a Subcontractor's employees, the Subcontractor, may effect the insurance, but the Contractor shall be responsible for compliance with this Clause.</p> <p>(g) Automobile Liability Insurance against claims by third parties in respect of bodily injury (including death) and property damage arising out of and in connection with the use of all owned, leased, non-owned and hired vehicles used in connection with the performance of the Works in accordance with statutory obligations and for the following minimum limits:</p> <ul style="list-style-type: none"> <li>• in respect of bodily injury (including death), on an unlimited basis; and</li> <li>• in respect of property damage, on a USD\$1,000,000.00 (One Million United States Dollars) any one occurrence unlimited as to the number of claims basis.</li> </ul> <p>(h) Contractor's Equipment for not less than the full replacement value, including delivery to Site. For each item of Contractor's Equipment, the insurance shall be effective while it is being transported to the Site and until it is no longer required as Contractor's Equipment.</p> <p>(i) If the Contractor's Equipment includes items of floating Contractor's Equipment or watercraft, the Contractor shall effect, or require that the vessel owners effect, and maintain liability insurance, customary material damage, hull and machinery insurance with limits of liability of the full replacement cost of the watercraft and protection and indemnity insurance for a limit of not less than USD\$10,000,000.00 (Ten Million United States Dollars) any one occurrence or series of occurrences arising out of one event. This insurance shall incorporate a cross-liabilities clause.</p> <p>(j) Marine transit insurance for any Plant and Materials to and from locations outside of the country in which the Works are to be executed, it being noted that the Employer reserves the right to assume the responsibility to insure any such items that may be deemed critical to the Works.</p>
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	<p>(k) Primary General third party liability insurance against each Party's liability for any loss, damage, death or bodily injury which may occur to any physical property (except things insured under Sub Clause 18.1.3 and 18.2.1 [Insurance for Contractor's Equipment and Works]) or to any person (except persons insured under Sub-Clause 18.1.1 [Insurance for Contractor's Personnel]), which may arise out of the Contractor's performance of the Contract and occurring before the issue of the Performance Certificate for the whole of the Works. This insurance shall be for a limit per occurrence of not less than US\$5,000,000.00 (Five Million United States Dollars). This insurance shall incorporate a cross-liabilities clause.</p> <p>(l) If applicable, Civil liability insurance for damages caused by cargo in transit including hazardous cargo in respect of cargo vehicles that transport raw materials, equipment and/or materials used in the construction of the Works, and if required by the scope of the construction works as provided in these Conditions, it shall have coverage of civil liability for any for hazardous cargo. This insurance shall be in an amount not less than the responsibility limits of USD\$1,000,000.00 (One Million United States Dollars) per occurrence or arising from same event and shall include contractual liability insurance applicable to Contractor's obligations.</p> <p>(m) Contractor shall procure and maintain any other insurance that it is required to procure and maintain pursuant to applicable Laws.</p>
<p><b>Sub-Clause 14.4 Insurance to be provided by Employer (as Insuring Party)</b></p>	<p><b>Insert the following new Sub-Clause</b></p> <p>Without limitation to its obligations and responsibilities under this Contract and the Concession Agreement [and any Financing Document(s)], Employer shall at its own expense effect and maintain the insurances set forth below.</p> <p>Each policy taken out by Employer in accordance with Article 14.4.1 and 18.4.2 shall:</p> <p>(a) be effected and maintained in the joint names of the Parties,</p> <p>(b) provide that the insurers or underwriters rights of subrogation against Contractor are waived other than in respect of vitiating acts which are defined as circumstances of fraud, material misrepresentation, material non-disclosure or breach of any warranty or condition of the contract of insurance.</p> <p>(c) Construction All Risks insurance for the Works, Plant, Materials and Contractor's Documents on and off the Site (including in the course of transit to the Site within India in respect of locally procured items) for not less than the full contract price cost and including a provision for the costs of demolition, removal of debris, professional fees and inflation. This insurance shall be effective from the date of commencement of Work until the date of issue of the Taking-Over Certificate for the Works.</p> <p>(d) Employer shall include a maintenance period in the above insurance to provide cover until expiry of the Defects Notification Period, for loss or damage arising from a cause occurring on the Site after the commencement of Work on the Site and prior to the issue of the Taking-Over Certificate, and for loss or damage caused by the Contractor on the Site in the course of any other operations including those under Defects Liability clause required under the Contract.</p>

	<p>(e) Excess General third party liability insurance against each Party's liability for any loss, damage, death or bodily injury which may occur to any physical property (except things insured under Sub Clause 14.4.3 and 14.4.1 [Insurance for Contractor's Equipment and Works]) or to any person (except persons insured under Sub-Clause 14.3.1 [Insurance for Contractor's Personnel]), which may arise out of the Contractor's performance of the Contract and occurring before the issue of the Performance Certificate for the whole of the Works. This insurance shall be for a limit per occurrence determined sufficient by the Employer of not less than US\$[To be agreed – but total of 14.3.6 and 14.4.2. must meet the requirement of Concession Agreement, 5% of the total value of the works] in excess of US\$5,000,000.00 (Five Million United States Dollars) as required under clause 14.3.6. This insurance shall incorporate a cross-liabilities clause.</p> <p>(f) [Environmental Liability Insurance] Environmental liability insurance against each Party's liability for any sudden and unforeseen environmental event involving the immediately identifiable release or escape of any Hazardous Materials which may occur or may arise out of the Contractor's performance of the Contract and occurring before the issue of the Performance Certificate for the whole of the Works. Each Party is subject to the warranties conditions and requirements of such insurance, and control of claims payment under this insurance remains at all times with the Employer. This insurance shall be for a limit per occurrence determined sufficient by the Employer and as required under the Concession Agreement. If acceptable to underwriters, this insurance shall incorporate a cross-liabilities clause.</p> <p>(g) Contractor Responsibilities under Insurances provided by Employer</p> <p>(h) Contractor shall bear the cost of any deductibles applying to any insurance claims made on the Employer's insurance policy noted in 14.4.1 which arise from occurrences or events for which the Contractor is responsible under the contract or otherwise and shall, in making any claim, comply with the Employer's insurance claims procedure. The Contractor shall make all of his Subcontractors and suppliers aware of and comply with this obligation.</p> <p>(i) The Contractor is deemed to have read and understood all the terms of the insurance provided by the Employer. If, in the Contractor's opinion, the amounts and/or risks insured are insufficient to cover the Contractor's duties, obligations and liabilities under this contract or otherwise, the Contractor may effect such further insurance at Contractor's own cost.</p> <p>(j) The Contractor shall for himself and on behalf of all his Subcontractors and suppliers accept the insurance policies effected by the Employer as if they had been arranged by him directly and shall with all due diligence observe and fulfill and procure that his Subcontractors and suppliers observe and comply with the terms contained in the said policies.</p> <p>(k) General Requirements applying to Employer and Contractor</p> <p>(l) The relevant insuring Party shall, within the respective periods stated in the Appendix to Tender (calculated from the Commencement Date), submit to the other Party:</p>
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	<ul style="list-style-type: none"> <li>• evidence that the insurances described in this Clause have been affected, and</li> <li>• copies of the policies for the insurances described in Sub-Clause 14.4.1 [Construction All Risks insurance for the Works, Plant, Materials and Contractor's Documents], Sub-Clause 14.3.3 [Contractor's Equipment] and Sub-Clauses 14.3.6 and 14.4.2 [Primary and Excess General Liability Insurance].</li> </ul> <p>(m) When each premium is paid, the insuring Party shall submit evidence of payment to the other Party. Whenever evidence or policies are submitted, the insuring Party shall also give notice to the Engineer.</p> <p>(n) Each Party shall comply with the conditions stipulated in each of the insurance policies. The insuring Party shall keep the insurers informed of any relevant changes to the execution of the Works and ensure that insurance is maintained in accordance with this Clause.</p> <p>(o) Neither Party shall make any material alteration to the terms of any insurance without the prior approval of the other Party. If an insurer makes (or attempts to make) any alteration, the Party first notified by the insurer shall promptly give notice to the other Party.</p> <p>(p) If the insuring Party fails to effect and keep in force any of the insurances it is required to effect and maintain under the Contract, or fails to provide satisfactory evidence and copies of policies in accordance with this Sub-Clause, the other Party may (at its option and without prejudice to any other right or remedy) effect insurance for the relevant coverage and pay the premiums due. The insuring Party shall pay the amount of these premiums to the other Party, and the Contract Price shall be adjusted accordingly.</p> <p>(q) Nothing in this Clause limits the obligations, liabilities or responsibilities of the Contractor or the Employer, under the other terms of the Contract or otherwise. Any amounts not insured or not recovered from the insurers shall be borne by the Contractor and/or the Employer in accordance with these obligations, liabilities or responsibilities. However, if the insuring Party fails to effect and keep in force an insurance which is available and which it is required to effect and maintain under the Contract, and the other Party neither approves the omission nor effects insurance for the coverage relevant to this default, any moneys which should have been recoverable under this insurance shall be paid by the insuring Party.</p>
<p><b>Sub-Clause 14.5 Marine Craft Hulls and Liabilities Insurance</b></p>	<p><b>Insert the following new Sub-Clause</b></p> <p>The Contractor shall provide Marine Craft Hulls and Liability Insurance in accordance with the following requirements:</p> <p>(a) <i>Cover:</i> Marine craft hull, plant, equipment (whether such plant or equipment is a permanent fixture to the craft or is temporarily placed on the craft in connection with the performance of the Contract) and liability insurance in respect of all craft used in the performance by the Contractor and/or Subcontractors of their obligations under this Contract and Law. Such cover is to include insurance of such marine craft, plant and equipment to their full sound value against all risks of loss or damage, together with protection and indemnity liabilities including personal injury, loss of life, removal of wreck, collision, sudden and accidental pollution, damage to fixed and floating objects.</p>

	<p>(b) <i>Period of Insurance:</i> In respect of each marine vessel before the same shall be brought to the Site or Other Areas or otherwise employed in connection with the Works and shall be maintained until after the vessel has been removed from the Site or Other Areas or ceased all operations in respect of the Works whichever is the later.</p> <p>(c) <i>Limits:</i> The insurance shall extend to marine incidents including those caused by negligence.</p> <p>(d) <i>Conditions:</i> The insurance policies to be maintained shall not include restrictions/ exclusions in respect of specialist operations vessels.</p> <p>(e) In the event that any of the levels of insurance cover cease to be available in the international marine market (including P &amp; I Clubs), the Contractor shall insure the relevant marine vessels at the maximum level of insurance cover which is available in such market, provided that the Contractor has obtained the prior approval in writing of the Employer to such reduced level of insurance cover</p>
<b>Sub-Clause 14.6 Professional Indemnity Insurance</b>	<p><b>Insert the following new Sub-Clause</b></p> <p>The Contractor shall provide Professional Indemnity Insurance in accordance with the following requirements:</p> <p>(a) <i>Cover:</i> Professional Indemnity Insurance to be maintained on an annually renewable basis in respect of or in connection with the performance of the Contractor's design obligations under the Contract or at Law with a limit of indemnity of not less than as stated in Appendix of Tender for any one occurrence or a series of occurrences out of any one event in respect of any negligence (which for the avoidance of doubt shall include any negligence act error omission or default) on the part of the Contractor. Such insurance shall not exclude pollution or contamination. The Contractor shall immediately inform the Employer if such insurance ceases to be available or is otherwise not maintained in accordance with this clause or for any reason becomes void or unenforceable. In the event that such insurance cover ceases to be available or becomes void or unenforceable the Contractor shall, subject to obtaining the prior agreement in writing of the Employer to such reduced level of insurance cover, maintain professional indemnity insurance at the maximum level of cover which is available.</p> <p>(b) <i>Period of Insurance:</i> During the Contract Period and thereafter for a period of two years after issue of the performance Certificate for the Works</p>
<b>Sub-Clause 14.7 War Risk Insurance</b>	<p><b>Insert the following new Sub-Clause</b></p> <p>If the Contractor receives instructions from the Employer to insure against War Risk, such insurance if available shall be effected, at the cost of the Employer, with an Insurance Company acceptable to the Employer and shall be in the joint names of the Contractor and the Employer.</p>
<b>Clause 15 – Resolution of Disputes</b>	
<b>Sub-Clause 15.3 Arbitration</b>	<p><b>Add the following paragraph at the end of the Sub-Clause:</b></p> <p>The law governing this Clause 15 will be the governing law of the contract as stated in the Appendix to Tender.</p>
<b>Sub-Clause 15.4 Failure to Comply with Dispute Adjudication</b>	<p><b>Insert the following new Sub-Clause</b></p> <p>In the event that a Party fails to comply with a decision of the DAB, then the other Party may, without prejudice to any other rights it may have, refer the</p>

<b>Board's Decision</b>	failure itself to arbitration under Sub-Clause 15
<b>Add the following new Clauses</b>	
<b>Clause 16 – Staffs &amp; Labour</b>	
<b>Sub-Clause 16.1 Employment of Local Personnel</b>	The Contractor is encouraged, to the extent practicable and reasonable, to employ staff and labour from sources within India.
<b>Sub-Clause 16.2 Foreign Staff and Labour</b>	<p>The Contractor may import any personnel who are necessary for the execution of the Works. The Contractor must ensure that these personnel are provided with the required residence visas and work permits.</p> <p>The Contractor shall be responsible for the repatriation Contractor's non- local Personnel. In the event of the death in the Country of any of these personnel or members of their families, the Contractor shall similarly be responsible for making the appropriate arrangements for their return or burial.</p>
<b>Sub-Clause 16.3 Staff and Labour Liability</b>	The Contractor shall inform the Contractor's Personnel about their liability to pay personal income taxes in the Country in respect of such of their salaries, wages and allowances as are chargeable under the Laws of the Country for the time being in force, and the Contractor shall perform such duties in regard to such deductions thereof as may be imposed on him by such Laws.
<b>Sub-Clause 16.4 Entry into Employers Premises</b>	The passes for Contractor's Personnel and Labour will be issued by Employer's Security Department after necessary clearance obtained from Custom Department obtained Access Department. All security and safety regulations of the Employer shall be strictly complied with.
<b>Sub-Clause 16.5 Measures against Insect and Pest Nuisance</b>	The Contractor shall at all times take the necessary precautions to protect all staff and labour employed on the Site from insect and pest nuisance, and to reduce their danger to health. The Contractor shall provide suitable prophylactics for the Contractor's Personnel and shall comply with all the regulations of the local health authorities, including use of appropriate insecticide.
<b>Sub-Clause 16.6 Alcoholic Liquor and Drugs</b>	The Contractor shall not, in accordance with the Laws of the Country, import, sell, give, barter or otherwise dispose of any alcoholic liquor or drugs, or permit or allow importation, sale, gift, barter or disposal by Contractor's Personnel.
<b>Sub-Clause 16.7 Arms and Ammunition</b>	The Contractor shall not give, barter or otherwise dispose of to any person, any arms or ammunition of any kind, or allow Contractor's Personnel to do so.
<b>Sub-Clause 16.8 Festivals and Religious Customs</b>	The Contractor shall respect the Country's recognized festivals, days of rest and religious or other customs.
<b>Sub-Clause 16.9 Supply of Food stuffs</b>	The Contractor shall arrange for the provision of a sufficient supply of suitable food as may be stated in the Specification at reasonable prices for the Contractor's Personnel for the purposes of or in connection with the Contract.
<b>Sub-Clause 16.10 Funeral Arrangements</b>	The Contractor shall be responsible, to the extent required by local regulations, for making any funeral arrangements for any of his local employees who may die while engaged under the Works.

<b>Sub-Clause 16.11 Forced or Compulsory Labour</b>	The Contractor shall not employ "forced or compulsory labour" in any form. "Forced or compulsory labour" consists of all work or service, not voluntarily performed, that is extracted from an individual under threat of force or penalty.
<b>Sub-Clause 16.12 Prohibition of Harmful Child Labour</b>	The Contractor shall not employ any child to perform any work including that is economically exploitative, or is likely to be hazardous to, or to interfere with, the child's education, or to be harmful to the child's health or physical, mental, spiritual, moral, or social development.
<b>Clause 17 - Hire Purchase for Contractor's Equipment</b>	
<b>Sub-Clause 17.1 Hire Purchase Payments for Contractor's Equipment</b>	With a view to securing, in the event of termination of the agreement of hire purchase, against the repossession by the owner, of any Contractor's Equipment held by the Contractor, for the purpose of executing the Works, under an agreement for hire purchase, the Employer shall be entitled to pay to such owner the amount of any due installments or other such sums payable under any such agreement for hire purchase. The Contractor shall not bring on to the Site any Contractor's Equipment held under an agreement for hire purchase unless there is an agreement which contains a provision that the owner thereof will, on request in writing made by the Employer and accept payment from the Employer of due installments or other such sums payable under the agreement and transfer the benefit of the hire purchase agreement from the Contractor to the Employer on the same terms and conditions except that the Employer shall be entitled to use the Equipment or permit the use thereof by any Contractor employed by him for the purpose of executing and completing the Works and remedying any defects therein.
<b>Sub-Clause 17.2 Costs for the Purpose of Sub- Clause 17.1</b>	In the event of the Employer entering into any agreement for the hire of Contractor's Equipment pursuant to Sub-Clause 17.1 and 17.2, all sums properly paid by the Employer under the provisions of any such agreement and all costs incurred by him (including stamp duties) in entering into such agreement shall be deemed to be part of the cost of executing and completing the Works and the remedying of any defects therein.
<b>Sub-Clause 17.3 Contractor's Certification of Ownership and Conditions of Equipment Hire</b>	The Contractor shall in respect of any item of Contractor's Equipment held by him under any agreement for hire or hire purchase thereof notify to the Engineer in writing the name and address of the owner thereof or the name and address of the vendor named in such agreement for hire or hire purchase and shall certify that such agreement contains a provision in accordance with Clause 16. A certified copy of the agreement shall be supplied to the Engineer when required.
<b>Sub-Clause 17.4 Incorporation of Clause</b>	The Contractor shall, where entering into any sub-contract for the execution of any part of the Works, incorporate in such Subcontracts (by reference or otherwise) the provisions of this Clause in relation to Contractor's Equipment, Temporary Works, Goods or materials brought onto the Site by the Subcontractor.

**SECTION 4**  
**APPENDIX TO TENDER**



**GUJARAT PIPAVAV PORT**

**EXCAVATION WORKS BEHIND THE NEW CUSTOM GATE  
(NEAR FIRE FIGHTING AREA) AT APM TERMINALS PIPAVAV**

**LETTER OF TENDER**

TO: Gujarat Pipavav Port Ltd

We have examined the Conditions of Contract, Specification, Drawings, Bill of Quantities, the other Annexures, the attached Appendix and Addenda No.....for the execution of the above-named Works. We offer to execute and complete the Works and remedy any defects therein in conformity with this Tender which includes all these documents, for the sum of .....

We accept your suggestions for the appointment of the Dispute Adjudication Board (DAB), as set out in section 5.

We agree to abide by this Tender for Prices until 120 days from the date for the submission and it shall remain binding upon us and may be accepted at any time before that date. We acknowledge that the Appendix forms part of this Letter of Tender.

If this offer, submitted on ....., is accepted, we will provide the specified Performance Security, commence the Works as soon as is reasonably practicable after the Commencement Date, and complete the Works in accordance with the above-named documents within the Time for Completion.

Unless and until a formal Agreement is prepared and executed this Letter of Tender, together with your written acceptance thereof, shall constitute a binding contract between us.

We understand that you are not bound to accept the lowest or any Tender you may receive.

Signature ..... in the capacity of .....  
duly authorized to sign tenders for and on behalf of .....

Address: .....

Date: .....

When submitted, this Letter of Tender shall have attached hereto a signed copy of the Appendix to Tender.

**GUJARAT PIPAVAV PORT LTD**

**EXCAVATION WORKS BEHIND THE NEW CUSTOM GATE  
(NEAR FIRE FIGHTING AREA) AT APM TERMINALS PIPAVAV**

**APPENDIX TO TENDER**

(NOTE: with the exception of the items for which the Employer's requirements have been inserted, the following information must be completed before the Tender is submitted)

<b>Item</b>	<b>Sub-Clause</b>	<b>Data</b>
Employer's name and address.....	1.1.4	Gujarat Pipavav Port Ltd Post Rampara-2 Via Rajula, Distt Amreli Pipavav Port – 365 560 Gujarat (India) T: +91 (0)2794-286001 F: +91 (0)2794-286312
Contractor's name and address.....	1.1.5	----- ----- ----- ----- -----
Engineer's name and address.....	1.1.6	Gujarat Pipavav Port Ltd Post Rampara-2 Via Rajula, Distt Amreli Pipavav Port – 365 560 Gujarat (India) T: +91 (0)2794-286001 F: +91 (0)2794-286312
Time for Completion of the Works.....	1.1.10	4 Weeks from date of commencement of Works.
Electronic transmission systems.....	-	E-mail
Governing Law.....	1.4	The Laws of India
Ruling language.....	1.4	English
Language for communications.....	1.4	English
Time for access to the Site.....	2.1	Within zero (0) days from the commencement date.
Amount of Performance Security.....	4.4	Clause Deleted
Normal working hours.....	-	Unrestricted, 24 hours a day, 7 days a week, but subject to applicable Laws,
Defects Notification Period.....	9	Clause deleted
Total advance payment.....	11.2	10% of the Accepted Contract Amount only against submission of Advance bank guarantee issued by any nationalized Bank or

		standard commercial bank permitted to carry out business in India by the Reserve Bank of India.
Number and timing of installments.....	11.2	One installment within 28 days after receipt of Advance Payment Guarantee
Repayment amortization of advance payment.....	11.2	Equal amount of advance shall be recovered within 2 Interim Payment Certificate on prorated basis
Plant and Materials for payment when shipped en route to the Site.....	11.3	.....[list] .....[list]
Plant and Materials for payment when delivered to the Site.....	11.3	.....[list] .....[list]
Minimum amount of Interim Payment Certificates.....	11.4	10% of the Accepted Contract Amount
Percentage of retention.....	11.5	10 % of each RA Bill
Limit of Retention Money.....	11.5	Maximum 10 % of Contract Value
Currencies and proportions.....	11.8	100% in Indian Rupees
Delay damages for the Works.....	14	0.1% of the final Contract Price per day plus taxes.
Maximum amount of delay damages...	14	10% of the final accepted Contract Price plus taxes.
Periods for submission of insurance: (a) evidence of insurance..... (b) relevant policies.....	14 14	Prior to mobilization Prior to mobilization
Maximum amount of deductibles for insurance of the Employer's risks...	14	Recover/hold equal amount of insurance. If not submitted proof of insurance.
Minimum amount of third-party insurance...	14	INR 5 million for any one occurrence of series of events arising from one occurrence with no aggregate limit.
Date by which the DAB shall be appointed.....	15	Within 28 days of request by either Party
The DAB shall be.....	15	A DAB of three Members
Appointment (if not agreed) to be made by.....	15	The President of FIDIC or a person appointed by the President

The maximum of 10% of accepted final contract value plus taxes will be deducted for Delay Damage for all sections.

Initials of signatory of Tender.....

**SECTION 5**  
**SECURITIES & OTHER FORMS**

**FORM OF TENDER SECURITY**

**GUJARAT PIPAVAV PORT LTD**

**EXCAVATION WORKS BEHIND THE NEW CUSTOM GATE  
(NEAR FIRE FIGHTING AREA) AT APM TERMINALS PIPAVAV**

To

Gujarat Pipavav Port Ltd.

We have been informed that..... (hereinafter called the "Principal") is submitting an offer for such Contract in response to your invitation and that the conditions of your invitation (the "conditions of invitation", which are set out in a document entitled Instructions to Tenderers) require his offer to be supported by a tender security.

At the request of the Principal, we (*name of bank*).....hereby irrevocably undertake to pay you the Beneficiary/Employer, any sum or sums not exceeding in total the amount of.....(say:.....) upon receipt by us of your demand in writing and your written statement (in the demand) stating that:

- (a) the Principal has without your agreement withdrawn his offer after the latest time specified for its submission and before the expiry of its period of validity, or
- (b) the Principal has refused to accept the correction of errors in his offer in accordance with such conditions of invitation. Or
- (c) you awarded the Contract to the Principal and he has failed to comply with sub-clause 1.6 of the conditions of the Contract, or
- (d) you awarded the Contract to the Principal and he has failed to comply with sub-clause 4.2 of the conditions of the Contract.

Any demand for payment must contain your signature(s) which must be authenticated by your bankers or by a notary public. The authenticated demand and statement must be received by us at this office on or before (*the date 35 days after the expiry of the validity of the Letter of Tender*) .....when this guarantee shall expire and shall be returned to us.

This guarantee is subject to the Uniform Rules for Demand Guarantees published as number 458 by the International Chamber of Commerce except as stated above.

Date

Signature{s)

**FORM OF PERFORMANCE GUARANTEE**

**EXCAVATION WORKS BEHIND THE NEW CUSTOM GATE  
(NEAR FIRE FIGHTING AREA) AT APM TERMINALS PIPAVAV**

(Bank Guarantee No. ...., Dt.....)

To  
GUJRAT PIPAVAV PORT LTD.  
Post Office Rampara-2,  
Via Rajula,  
District Amreli (Gujarat)  
Pipavav Port - 365560  
(hereinafter referred to as the "Beneficiary/Employer")

Bank Guarantee No....., Dt.....

Expiry date:

Claim Expiry date

By this Guarantee. We, (Name of Bank), a banking company incorporated under the Companies Act, 1956 and carrying on Banking Business under The Banking Regulation Act, 1949 and having its Registered Office at ..... and its Corporate office at ..... and one of Its Branch at ..... (Hereinafter Referred To As The "Bank" Which Expression Shall Unless Repugnant To Context Or Meaning Thereof, Include Its Successors Or Assigns in business) at the request of (Contractor Name), registered office at (who is the contractor under such Contract) as Principal are irrevocably held and firmly bound to the Beneficiary in the total amount of Rs. XX,XX,XXX/- (the "Guarantee Amount". Say Rupees (in word).....) for the due performance of all such Principal's obligations and liabilities under the Contract.

This Guarantee shall become effective from the date of issuance of this Bank Guarantee.

Upon Default by the Principal to perform any Contractual Obligation or upon the occurrence of any of the events and circumstances listed in -clause of the conditions of the Contract the Guarantor shall satisfy and discharge the damages sustained by the Beneficiary due to such Default event or circumstances. However, the total liability of the Guarantor shall not exceed the Bond Amount.

The obligations and liabilities of the Guarantor shall not be discharged by any allowance of time or other indulgence whatsoever by the Beneficiary to the Principal or by any variation or suspension of the works to be executed under the Contract or by any amendments to the Contract or to the constitution of the Principal or the Beneficiary or by any other matters whether with or without the knowledge or consent of the Guarantor.

Any claim under this Guarantee must be received by the Guarantor on or before (the date six months after the expected expiry of the Defects Notification Period for the Works) Date XX/XX/XXXX (the "Expiry Date") when this Guarantee shall expire and shall be returned to the Guarantor.

The benefit of this Guarantee may be assigned subject to the provisions for assignment of the Contract and subject to the receipt by the Guarantor of evidence of full compliance with such provisions.

This Guarantee shall be governed by and construed in accordance with laws of India.

Wherefore this Guarantee has been issued by the Principal and the Guarantor on \_\_\_\_\_(date)

Signature{ s) for and on behalf of the principal

Signature(s) for and on behalf of the Guarantor

**FORM OF ADVANCE PAYMENT GUARANTEE**

**EXCAVATION WORKS BEHIND THE NEW CUSTOM GATE  
(NEAR FIRE FIGHTING AREA) AT APM TERMINALS PIPAVAV**

(Bank Guarantee No. ...., Dt.....)

To  
GUJRAT PIPAVAV PORT LTD.  
Post Office Rampara-2,  
Via Rajula,  
District Amreli (Gujarat)  
Pipavav Port - 365560  
(hereinafter referred to as the "Beneficiary/Employer")

Bank Guarantee No....., Dt.....  
Expiry date:  
Claim Expiry date

We have been informed that (Contractor Name) (hereinafter called the "Principal") is your contractor under such Contract and wishes to receive an advance payment, for which the Contract requires him to obtain a guarantee.

At the request of the principal, we (name of bank) (Address) hereby irrevocably undertake to pay you, the Beneficiary/Employer, any sum or sums not exceeding in total the amount of Rs. XX, XX, XXX/- (the "Guarantee Amount". Say Rupees (in word) ..... ) upon receipt by us of your demand in writing and your written statement stating:

- a) that the principal has failed to repay the advance payment in accordance with the conditions of the Contract. And
- b) the amount which the principal has failed to repay.

This guarantee shall become effective upon the date of issuance of this Bank Guarantee. Such guaranteed amount shall be reduced by the amounts of the advance payment repaid to you, as evidenced by your notices issued under sub-clause 10 of the conditions of the Contract. Following receipt (from the principal) of a copy of each notice. We shall promptly notify to you by way of amendment to this Bank Guarantee.

All claims under the guarantee will be payable on receipt of a written demand made in original. The demand and statement must be received by us at this office on or before (the date 70 days after the expected expiry of the Time for Completion) Date XX/XX/XXXX (the "expiry date") when this guarantee shall expire and shall be returned to us.

We have been informed that the Beneficiary may require the principal to extend this guarantee if the advance payment has not been repaid by the date 28 days prior to such expiry date. We undertake to pay you such guaranteed amount upon receipt by us. within such period of 28 days, of your demand in writing and your written statement that the advance payment has not been repaid and that this guarantee has not been extended.

This guarantee shall be governed by and construed in accordance with the laws of India.

Date :  
Place :

Signature {s)

## DISPUTE ADJUDICATION AGREEMENT

### EXCAVATION WORKS BEHIND THE NEW CUSTOM GATE (NEAR FIRE FIGHTING AREA) AT APM TERMINALS PIPAVAV

[for each member of a three-person DAB]

Name and details of Contract Name and address of Employer Name and address of Contractor Name and address of Member .....

**Whereas** the Employer and the Contractor have entered into the Contract and desire jointly to appoint the Member to act as one of the three persons who are jointly called the "DAB" [*and desire the Member to act as chairman of the DAB*].

**The Employer, Contractor and Member jointly agree** as follows:

1. The conditions of this Dispute Adjudication Agreement comprise the "General Conditions of Dispute Adjudication Agreement", which is appended to the General Conditions of the "Conditions of Contract for Construction" First Edition 1999 published by the Federation Internationals des Ingenieurs-Conseils (FIDIC), and the following provisions. In these provisions, which include amendments and additions to the General Conditions of Dispute Adjudication Agreement, words and expressions shall have the same meanings as are assigned to them in the General Conditions of Dispute Adjudication Agreement.
2. In accordance with Clause 6 of the General Conditions of Dispute Adjudication Agreement, the Member shall be paid as follows:  
  
A retainer fee of .....per calendar month,  
Plus a daily fee of ..... per day.
3. In consideration of these fees and other payments to be made by the Employer and the Contractor in accordance with Clause 6 of the General Conditions of Dispute Adjudication Agreement, the Member undertakes to serve, as described in this Dispute Adjudication Agreement, as one of the three persons who are jointly to act as the DAB.
4. The Employer and the Contractor jointly and severally undertake to pay the Member, in consideration of the carrying out of these services, in accordance with Clause 6 of the General Conditions of Dispute Adjudication Agreement.
5. This Dispute Adjudication Agreement shall be governed by the law of India.

SIGNED by: \_\_\_\_\_ SIGNED by: \_\_\_\_\_ SIGNED by: \_\_\_\_\_

for and on behalf of the Employer in the presence of \_\_\_\_\_ and on behalf of the Contractor in the presence of the Member in the presence of \_\_\_\_\_

Witness :	Witness :	Witness:
Name : .....	Name : .....	Name : .....
Address:.....	Address:.....	Address:.....
Date: .....	Date: .....	Date: .....



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**CONTRACT AGREEMENT**

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**EXCAVATION WORKS BEHIND THE  
NEW CUSTOM GATE (NEAR FIRE  
FIGHTING AREA)  
AT APM TERMINALS PIPAVAV**

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**PIPAVAV, INDIA**

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**Rev. 0, xx-xx-2022**

**CONFIDENTIAL**

## CONTRACT AGREEMENT

**THIS CONTRACT AGREEMENT ("Agreement")** is made on the Date **XX XX 2025** Port Pipavav, Rajula By and Between:

**M/s Gujarat Pipavav Port Limited (GPPL)** (CIN L63010GJ1992PLC018106) a company incorporated under The Companies Act, 1956 having registered office at Port of Pipavav, Post Rampara-2, via Rajula District Amreli, Gujarat 365 560 - India and Corporate Office at 301, Trade Centre, Bandra Kurla Complex, Bandra East, Mumbai and registered under number 04-18106 at the Chamber of Commerce (hereinafter called **"The Employer"**) of the **ONE PART.**  
**AND**

**M/s .....** (CIN ..... ) having registered office at ..... (hereinafter called **"The Contractor"**) of the **SECOND PART.**

**The Employer** and **The Contractor** hereinafter individually referred to as "Party" and collectively as "Parties".

**WHEREAS** the Employer has awarded Certain "Excavation Work behind the New Custom Gate near Fire Fighting System area at APM Terminals Pipavav" (hereinafter referred **"The Works"**) to the Contractor and the contractor has accepted the final offer submitted by the Employer.

**WHEREAS** the Contractor has represented and warranted that it has the relevant and adequate experience, expertise, knowledge, capability and resources to undertake execution, completion and guarantee of works on mutually convenient terms and conditions agreed as follows.

**NOW THEREFORE,** in consideration of the premises and mutual terms and conditions hereinafter set forth the Parties agree as follows.

1. In this Agreement, words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to.
2. The Contractor shall undertake execution and complete the work including the remedying of any defects therein, the Works in respect of the scope of work detailed under annexures to this contract and the other documents/Annexures shall be deemed to form and be read and construed forming essential part of this Agreement.
3. This Agreement, the Annexures hereto and the following documents shall be deemed to form and be read and construed as essential part of this Agreement. The Contractor is duty bound to adhere the same and any non-compliance shall be treated as breach of Agreement.
  - (a) Final Offer submitted by the Contractor on dated..... and accepted by the Engineer refer as **Annexure – I**
  - (b) Various Queries & Clarifications for this Contract refer as **Annexure- II**
  - (c) Volume-I as General Instruction and Conditions of Contract (Section 1 to 5) for this Contract refer as **Annexure–III**
  - (d) Volume-II Technical and General Specifications (Section 6A to 6B) for this

Contract refer as – **Annexure IV**

- (e) Volume-III Bill of Quantities (Section 7) for this Contract refer as – **Annexure V**
  - (f) Volume-IV Appendix and drawings (Section 8) for this Contract refer as – **Annexure VI**
  - (g) The following documents shall be essential part of this Agreement and same are provided to the Contractor via electronic version. The Contractor is duty bound to adhere the same and any non-compliance shall be treated as breach of Agreement as **Annexure-VI**
    - 1. APM Guidelines on Anti-Corruption, Competition & Sanction Law and Regulations
    - 2. APMT Guidelines on Civil Construction Safety
    - 3. APMT Guidelines Contractor Safety
    - 4. APMT Guidelines on Project HSE Specifications
    - 5. APMT Guidelines on Third Party Code of Conduct
    - 6. APMT Guidelines on Consequences Management
    - 7. APMT Guidelines on Contract Labour Compliance
4. The documents/Annexure(s) / Correspondences forming part of this agreement are mutually explanatory of one other. In case of ambiguities / discrepancies the same shall be explained and adjusted by the Employer's Engineer who shall thereon issue instructions to the Contractor in this regard. The Contractor shall accept the instructions of Employer's Engineer without any protest or demur.
5. The Contractors hereby warrants and represents that it shall executed and complete the works and remedy any defects therein in conformity with the provisions of the Contract in consideration of the payments to be made by the Employer to the Contractor as mentioned in the Agreement.
6. The Employer hereby warrants and represents to pay the Contractor, in consideration of the execution and completion of the Works and the remedying of defects therein, the Agreement price at the times and in the manner prescribed by the Agreement.
7. Before the commencement of work, The Contractor shall prepare & submit the Work Programme Schedule (WPS) & Quality Control Plan (QCP) to the Employer for approval. The QCP & WPS shall be strictly implemented and the cost of monitoring the quality and tests etc shall be fully borne by the contractor and shall deemed to be included in contract price.
8. **Contract Price**  
The final contract price is **Rs xx, xxx, xxx/- (Rupees ..... Only)** of Bill of quantities including of all taxes (excluding GST), duties, levies, Labour & bccw cess, Import duty, material Royalties, Transportation, inspection & certification charges, OR any other state OR corporation tax OR applicable under any rules / regulations / acts / statutes of the State and Central Government duties.
- The contract price also includes such expenditure for traffic maintenance to avoid constraints of work, safety, diversion and any precautions required to execute the works and expenditure for liaising/dispute resolve with local authorities/villages within the works contract period.

Employer shall deduct Gujarat State Turnover Tax on Works Contract Tax, Income Tax and any other taxes as per norms of Government of Gujarat & Government of India if applicable.

9. **Completion Period**

Time of completion is the essence of contract. The Contractor has agreed for timely completion of work and shall deploy sufficient experienced manpower, equipment and machineries to carry out and complete the work as required by the Employer.

The time of completion of this work is **4 weeks** from the date of hand over of work site.

10. The Contractor has verified the site, local working environment and fully conversant with local challenges like compliance of local laws and swift synchronization with local communities, dealing with local administrations etc. shall be singularly responsible for execution of all works inside and outside the port boundary by coordinating with the local community and authorities as required for successful completion of the project.

11. All the construction materials, plants, equipment, tools & tackles, manpower, laboratory for test and others such item required/related to this Work for satisfactory completion of the Works shall be provided by the Contractor. The Contractor shall be responsible for supply of any items, materials, equipment etc in whatever form. Final quoted price by the Contractor shall be deemed to include all the costs required for the satisfactory completion of the contract.

12. Contractors shall take all necessary precautions towards safety of human beings, environments, materials, machineries, equipment & assets of GPPL and provide all safety gear including personnel protective equipment (PPE) to his workers, Engineers, staff etc as necessary considering the nature of work, at his cost.

13. **Projects In Charge**

The Employer shall nominate Mr. Deepen Singh, Sr. Manager – Project Management as Project In Charge of this work. The Contractor shall carry out works on day to day basis with prior consultation of Project in Charge.

14. **Performance Bank Guarantee – Deleted**

~~The Contractor shall provide unconditional security for his proper performance of the Contract to the Employer within 14 (fourteen) days from the date of acceptance of contract. The Performance Security shall be in the form of a bank guarantee of nationalized bank as stipulated by the Employer and equal to 10% (ten Percent) of the Contract Award Price.~~

~~Performance Security (bank guarantee) shall be issued by a Nationalized / Scheduled Bank approved by the Employer. The cost of complying with the requirements of this clause shall be borne by the Contractor. The performance security shall be kept valid until a date, 28 days from the date of expiry of contract issued by Employer. Employer reserved the rights to claim or encash the performance security amount if the Contractor unable to perform the work as per condition of contract.~~

15. **Payment condition**

Contractor shall furnish his Interim-Payment-Certificate to the Engineer-In-Charge in a format approved by the Engineer on completion of each payment milestone agreed in the contract. Each bill amount to be 10% or more of the overall contract amount.

The Engineer-In-Charge will check and verify the Interim-Payment-Certificate and certify it for an amount payable after deducting the amounts as required to be deducted towards Retention Money, Income Tax, Works Contract Tax or any other tax, duty, levy that may be deductible at source or amount to be disallowed for defective works needing rectification and forward the Interim-Payment-Certificate to competent authority of the employer for payment.

The Employer shall make payment based on the on actual measurement of work completed by the Contractor. The Employer shall not pay for supply of excess unused quantities by the Supplier/Contractor.

The Employer shall deduct Gujarat State Turnover Tax, Works Contract Tax, Income Tax and any other taxes as per norms of Government of Gujarat & Central Government of India.

The payment shall be made within a period of 28 (twenty-Eight) days from the date of technically correct mutually accepted certified Bill.

**16. Retention money**

The employer shall retain 10% (Ten percent) of the amount due in each bill payable to the Contractor subject to maximum 10% (Ten Percent) of contract value. Retention Money shall be released to the Tenderer, against an invoice, within fifteen days from the date of issue of taking over certificate.

~~Balance half of the retention money shall be released to the Tenderer, by the employer, on satisfactory completion of the Defect Notification/Liability Period. The Employer shall be entitled to recover any amount from the said Retention Money on account of any recoveries occurs during Defect Notification Period from the Tenderer.~~

**17. Liquidated Damages**

The Time of Completion / Completion Period is essence for the contract. In case of any delay in completion of the work, the Contractor shall pay liquidated damages to the employer @ 0.1% (point one per cent) of Contract Award Price per day, subject to a maximum of 10% (Five percent) of the Contract Award Price plus taxes.

Liquidated Damage (LD) or Delay penalty shall not be applicable for the time wherein the work is being stopped by the employer for operational activities.

However, the LD penalty will be applicable for the delay in work attributed from poor planning, inadequate resource, and other various factors resulting in delay of work by the contractor. The Contractor shall not raise any disputes, controversies or questions with regard to right of the employer to impose the liquidated damages and decision taken by the employer shall be final and binding upon the contractor.

**18. Variation & Escalation**

**Variation:** Employer shall reserve the right to add/alter/delete/modify any of the items or quantities of items as stipulated in the Bill of Quantities. In the event of additional/modified items, the rates to be paid for shall be derived from the rates available for similar items in the accepted Bill of Quantities or decided based on rate analysis and as mutually agreed. In the event of dispute of any kind on the rates & scope work, The Employer will right to issue the variation work to third party and shall bound the Contractor.

**Escalation:** No (No) Escalation shall be payable on the Works under this contract due to any reason whatsoever to the Contractor.

**19. Anti-Corruption Policy**

19.1 Without prejudice to the generality of the foregoing provisions, each Party or the parties to a work order undertakes and warrants to the other party that neither it nor any member of its Affiliates, nor any agent, consultant or other intermediary acting on behalf of it or its Affiliates, shall, directly or indirectly, in relation to this Agreement or any Work Order created pursuant to it, give, promise or attempt to give, or approve or authorize the giving of, anything of value.

- Any employee, officer or director of or any person representing the other party or the other party to a work order or its Affiliates;
- Any other person, including without limitation any Public Official;
- A political party or a labour union controlled by any Government or political party; or
- A charitable or other organization, or an officer, director or employee thereof, or any person acting directly or indirectly on behalf of the same.

for the purpose of (1) securing any improper advantage for Contractor and its Affiliates or employer; (2) inducing or influencing that Public Official improperly to take any action or refrain from taking any action in order for either Party or a party to a Work Order to obtain or retain business, or to secure the direction of business to either, or (3) inducing or influencing that Public Official to use his/her influence with any Government or public international organization, or any or any department, agency or other instrumentality thereof, for any such purpose

19.2 Each Party or a party to a Work Order further warrants and undertakes to the other party that

19.2.1 to the best of its knowledge, neither it nor any of its Affiliates, officers, directors, shareholders, employees, or agents or other intermediaries, or any other person acting directly or indirectly on its behalf, has carried out any of the actions described in Clause 19.2 above; and

19.2.2 The persons described in (a), above, shall comply with the provisions of this clause 19.

19.3 Notwithstanding the foregoing provisions, as regards small value payments to a low level Public Official for the facilitation or expedition of routine tasks which that person must perform as part of his/her job, Contractor warrants and undertakes that it and its Affiliates, officers, directors, shareholders, employees, agents or other intermediaries or any other person acting directly or indirectly on its behalf, shall fully comply with the anti-corruption policy involving such payments, including without limitation cooperating with employer to eliminate such payments.

19.4 Contractor warrants and undertakes that all remuneration received from employer under this Work order / Agreement or under a Purchase Order created pursuant to this Agreement is solely intended to compensate Contractor for the Work expressly provided under this Agreement, including without limitation Contractor's related documented costs and expenses. Contractor warrants and undertakes that it is not receiving remuneration for any other purpose.

- 19.5 Contractor warrants and undertakes it shall maintain adequate records in order to be able to verify its compliance with the provisions of this Clause 19, and the other Party or the parties to a Work Order, a certified public accountant designated by the other Party/party shall be permitted to conduct an audit of such records, at the other Party's/party's reasonable discretion, in case of any bona-fide dispute between the Parties/parties regarding such compliance, or in case of any investigation by or allegation from any applicable public authority regarding potential violations of any relevant laws involving these matters. The Parties/parties shall cooperate in any such audit and otherwise in providing documentation relating to any such dispute or investigation.
- 19.6 Contractor warrants that all responses and related information it has given to employer's regulatory-compliance questions prior to execution of this Agreement and undertakes that answers to all such subsequent questions shall be, accurate and complete.
- 19.7 Each party shall save, indemnify, defend and hold harmless the other party and its Affiliates from all fines, penalties and all associated expenses arising out of or resulting from its violation of any of its obligations in this Clause 19.
- 19.8 Each party may terminate the Agreement and each party to a Work order may terminate the Work Order(s) and to recover from the other party as a debt the amount of any loss or damage resulting from such a termination if any member of it or its Affiliates commits an act which it has undertaken not to commit as included in this Clause 19, whether or not such act was committed before, on or after the date of this Work Order/Agreement.
- 20 The Contractor shall strictly comply with Contractor's Safety Guidelines, Project HSE Specification and Consequence Management (electronic copy provided) and all other local regulations which may be in force from time to time.

21 **Confidentiality**

The Contractor shall undertake to maintain strict confidentiality and refrain from disclosure thereof, of all Contract documents, Drawings and the Employer's operations and affairs as private and confidential information & data shall not publish or disclose the same or any particulars thereof in any trade or technical paper or elsewhere without the consent in writing of the Employer to the third parties.

Contractor shall be responsible to ensure maintenance of such confidentiality in respect of their behalf and on behalf of their employees, representatives and associates involved in related activities. If any dispute arises as to the necessity of any publication or disclosure for the purpose of the Contract the same shall be referred to the decision of the Employer whose decision shall be final.

20 **Responsible Procurement**

The Vendor shall comply with all applicable laws, rules, regulations, orders, conventions, or ordinances of the country(i.e.) where Services/Work is performed or where Goods are produced and/or relate to the provision, licensing, approval or certification of the Services/Goods, including, but not limited to, those relating to occupational health and safety, environmental matters, wages, working hours and conditions of employment, sub vendor selection, discrimination, data protection and privacy. Further the Vendor shall respect and commit to implementing APMM's Vendor Code of Conduct (the "Code") as amended from time to time and found at; <https://www.maersk.com/sustainability/supplier-code-of-conduct> or alternatively an

internationally recognized standard within the areas of human rights, anti-corruption, environment and labour, such as but not limited to United Nations Global Compact (UNGC) or Business Social Compliance Initiative (BSCI), and Vendor agrees to accommodating any potential audit pursuant to verification of the same by Buyer/APMM. The Vendor shall require their own Vendors to implement similar rules and as appropriate pass on such requirements to their sub-Vendors and so on. The original English version of the Code (as of March 2012) shall prevail in case of any disputes or discussions concerning the content and obligations of either Party.

Company shall have the right to appoint at its own cost, charge and expense a well reputed third-party auditor (hereinafter referred to as "Company's Auditor") to audit and verify all matters in connection with Vendor's compliance with the previous Clause. Vendor shall cooperate with the Company's Auditor and provide access to all relevant sites, people and interviews with workers and documents. Alternatively, if approved in writing by Company, Vendor shall, within a reasonable period of time at its own cost, charge and expense appoint an internationally well reputed third-party auditor "Vendor's Auditor" to audit and verify all matters in connection with Vendor's compliance with the previous Clause.

Company's Auditor may conduct an audit of Vendor on behalf of Company at any time whenever it is considered necessary by Company.

If the audit has been conducted by Vendor's Auditor, the Vendor must share the results of the audit in full of the Company within one week of having received the audit report from its auditors and latest two weeks after conclusion of the audit.

If the Company's Auditor or the Vendor's Auditor uncovers any material concern, Vendor shall without any undue delay present Company with an improvement plan which shall ensure that all concerns are dealt with and remediated in a manner satisfactory to Company.

Vendor's repeated violation of [the Code/UNGC/BSCI/International Bill of Human Rights] and/or its failure to collaborate with Company's Auditor during an audit and/or its failure to collaborate with Company in implementing or developing improvement plans shall be considered a material breach of this Agreement. If Vendor commits any such breach of or fails to observe or perform any material obligation contained in [the Code/UNGC/BSCI/International Bill of Human Rights], and/or any agreed improvement plan, and such breach or failure has not been remedied to the satisfaction of Company within twenty-eight (28) days of receipt by the Vendor of a notice from Company requiring Vendor to remedy the same (or such longer period as may be specified in the said notice), Company shall be entitled to terminate the Contract in accordance with termination clause of the agreement.

## **21 Compliance of Statutes, Laws, Rules, Regulations, etc.**

The Contractor shall comply with all statutory requirements under the Labour laws, the Provision of Factory Act, Wages Act, Workers Compensation Act, Provident Fund and other applicable statutes, rules, regulations, laws, bye laws of the Government of Gujarat and Government of India. The Contractor shall indemnify and keep the employer indemnified against all consequences arising from breach of any of the said statutes, rules, regulations, laws, bye laws by the Contractor. The Contractor shall comply and submit all documents such as Labour License, Workman Compensation Insurance policy, Proof of Provident Fund of manpower, wages register etc before starting the work.



## **22 Stamp Duty**

The Stamp Duty for this Agreement shall be borne by the Contractor. If any dispute arises under this Agreement, the Contractor shall solely responsible to complete the compliances under stamp duty liability as per law.

**23** In consideration of the payments to be made by the Employer to the Agreement as hereinafter mentioned the Contractor hereby covenants with the Employer to execute and complete the Works and remedy any defects therein in conformity in all respects with the provisions of the Agreement.

**24** The Employer hereby covenants to pay the Contractor in consideration of the execution and completion of the Works and the remedying of defects therein the Contract Price and such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

## **25 Indemnity**

The Contractor hereby shall indemnify and keep indemnified employer, their directors and employees including but not limited to the executives, employees and agents saved protected and hold harmless against:

- a) Any and all losses, damages, harm, and/or injury which employer, and/or and its directors, executives, employees, officers and agents may suffer or incur as a result of any breach and/or non-performance by the contractor of any of their obligations and/or duties and/or covenants under this Agreement.
- b) Any and all suits, proceedings, claims, demands or actions of any nature which may be filed against the employer and/or and its directors, executives, employees and agents by any third party or any worker or agent of the contractor under this Agreement.
- c) Any and all costs, charges and expenses which the employer and/or its directors, executives, employees and agents may incur and/or suffer in connection with the suits, proceedings etc. mentioned in sub-clause (b) above.

The Indemnity given under this clause shall not be affected by:-

- a) the termination of this Agreement;
- b) either Party being wound up or liquidated or amalgamated with any other Company;
- c) any of the terms and /or conditions of this Agreement being changed and/or altered;
- d) any time being given for performance or breach on part of either Party being waived by the other Party.

**26** If any provision in this Agreement is or at any time becomes to any extent invalid, illegal or unenforceable under any enactment or rule of law, such provision will to that extent be deemed not to form part of this Agreement but the validity, legality and enforceability of the remainder of this Agreement shall not be affected.

**27** The contractor shall, at its own expenses, procure and maintain policies of insurance covering

- a) Any liability assumed by it under this Agreement; and
- b) Any requirements by law, including public and third-party liability.

## 28 Force Majeure

- a) **"Event of Force Majeure"** means an event or circumstance beyond the reasonable control of a Party including, but not limited to, any act of God, act of public enemies, war, warlike acts, terrorism, restraint of governments, riots, strikes, lockouts or other labor or industrial disputes, failure of a utility service, insurrections, civil commotion, civil disobedience, floods, fire, restrictions due to quarantines, sanctions or radioactivity, epidemics, storms, tempest, typhoon, tsunami or any other event or circumstance beyond the reasonable control of the Party . Notwithstanding the aforesaid the following shall be considered as Force Majeure within the meaning of this Agreement: (i) restrictions on imports imposed by the port authorities or any other authority, organ or instrumentality of the country in which the terminal is located; (ii) confiscation, expropriation or nationalization of terminal assets; (iii) commandeering or requisition of terminal assets; (iv) any law or governmental order, rule, regulation or direction, in each case outlined in (ii), (iii) and (iv), by the government of the country in which the Terminal is located; or (v) any event or circumstance of a nature analogous to any of the foregoing.
- b) A Party (the **"Affected Party"**) shall be relieved from any liability in connection with its obligations under this agreement if such liability is caused by or results from an Event of Force Majeure for so long as the Event of Force Majeure continues, provided however that an Event of Force Majeure shall not release any Party from its payment obligations under this agreement.
- c) The Affected Party shall use all reasonable efforts to mitigate and overcome the effects of the occurrence of an Event of Force Majeure in order to maintain or resume performance. Provided that no Party shall be required under this provision to settle any strike, lockout, or other labor or industrial dispute under terms it considers as being unfavorable to itself.
- d) If an Event of Force Majeure occurs, the Affected Party shall notify the other Party (the **"Non-Affected Party"**), as soon as reasonably practicable and in any event within seven (7) days after the Affected Party has reasonably determined that the occurrence of the Event of Force Majeure may materially affect the performance of part or all of its obligations under this Agreement, of:
- i. the occurrence and nature of the Event of Force Majeure;
  - ii. its expected duration (to the extent this can be reasonably assessed); and
  - iii. the obligations of the Affected Party, which cannot be fully performed as a result.
  - iv. The Affected Party shall keep the Non-Affected Party fully informed of developments, including its performance of mitigating actions and remedies, and the results thereof.
  - v. requirements by law, including public and third-party liability.

## 29 No Third-Party Rights

This Agreement is not intended to nor shall it create any rights, claims or benefits enforceable by any person who is not a party to it. Accordingly, save to the extent expressly set out in this Agreement, no person shall derive any benefit or have any right or entitlement in relation to this Agreement.

## 30 Assignment

Neither Party may assign or transfer this Agreement or any part of its rights or obligations under this Agreement without the prior written consent of the other Party.

### **31 Governing Law**

This Agreement shall be governed by and construed in accordance with the laws of India and subject to the provisions of Clause 33 relating to Arbitration, the courts at Ahmedabad only shall have exclusive jurisdiction to deal with all matters arising out of this Agreement.

### **32 Termination**

Notwithstanding any other provision of this agreement, and in addition to any other right and/or remedy available to the employer, whether under this Agreement or otherwise, including the right of employer to impose liabilities, either party may terminate this Agreement anytime during its currency, in full or part giving 6 (Seven) days advance written notice to each other of such termination. Upon serving such termination notice, then and in the event, without prejudice to the other rights and remedies, this agreement shall come to an end without any reference, recourse or notice in that behalf to each party to this agreement.

Either party reserves the right to terminate the Contract on the following circumstances:

- i. Either party commits a breach of any of the terms and conditions of the Contract.
- ii. Either party goes into liquidation voluntarily or otherwise.
- iii. Either party is otherwise prohibited from providing services as stated in the contract.

### **33 Dispute Resolution**

- 33.1 In the event of any dispute arising out of or relating to this agreement, including any question regarding its existence, validity or termination, the parties shall first seek settlement of that dispute by good faith discussions between the CEO of employer and CEO of the contractor.
- 33.2 If the dispute is not settled within 30 days of the commencement of the good faith discussions, or such further period as the parties shall agree in writing, the dispute shall be referred to and finally resolved by arbitration as provided in clause 33.3 below.
- 33.3 Subject to clause a above, all disputes, differences, controversies and questions directly or indirectly arising at any time under, out of, in connection with or in relation to this Agreement including, without limitation, all disputes, differences, controversies and questions relating to the validity, interpretation, construction, performance and enforcement of any provision of this Agreement shall be finally, exclusively and conclusively settled by reference to arbitration under the Arbitration & Conciliation Act, 1996.
- 33.4 The tribunal shall consist of a sole arbitrator appointed by the employer in mutual agreement with the contractor. The arbitration proceedings shall be conducted at Ahmedabad in the English language.
- 33.5 The court at Ahmedabad shall alone have exclusive jurisdiction in respect of the Arbitration.

34 **Notices**

If not provided for differently in this Agreement all notices, consents, demands or permissions permitted or required under this Agreement must be in writing and shall be considered given upon personal delivery of the written document or when received by the other party by registered mail or a reputable courier company and addressed to

M/s.....  
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.....  
.....  
.....  
.....

**Gujarat Pipavav Port Ltd**  
Post Rampara-2  
Via Rajula  
District - Amreli  
Pipavav Port 365560  
Jignesh.adhyaru@apmterminals.com

Attn.: [PERSON OR JOB TITLE]

Jignesh Adhyaru  
Head-Projects

If either Party wishes to change its address for communication, it shall give to the other not less than five (5) days' notice in writing of such change.

All notices and documents to be given or delivered pursuant to or otherwise in relation to this Agreement shall be in English language or be accompanied by a certified English translation.

The employer shall in any event be discharged of all liability whatsoever and howsoever arising in respect of this agreement/contract unless legal proceedings are commenced and written notice thereof given to employer within twelve (12) months from the date of the loss, damage, delay or failure to adhere to any timeframe alleged to give rise to a claim.

**IN WITNESS** whereof the parties hereto have caused this Agreement to be executed the day and year first before written in accordance with their respective laws.

**SIGNED, SEALED AND DELIVERED**

By the said: The Employer  
(**Gujarat Pipavav Port Limited**)

By the said: The Contractor  
(.....)

\_\_\_\_\_  
Name: Girish Aggarwal  
Designation: Managing Director

\_\_\_\_\_  
Name:  
Designation:

On behalf of the Employer in the presence of

On behalf of the Contractor in the presence of:

\_\_\_\_\_  
Name: Jignesh Adhyaru  
Designation: Head of Projects

\_\_\_\_\_  
Name:  
Designation:

**Gujarat Pipavav Port Limited,**  
Post Rampara No. 2, Via Rajula, District Amreli,  
Pipavav Port, Gujarat - 365 560

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

Date : xx-xx-xxxx  
Place: Pipavav Port