

Volume – 1

Section 4

Appendix to Tender

GUJARAT PIPAVAV PORT

CONSTRUCTION WORKS FOR NEW RO-RO YARD CONTRACT – CIVIL & UTILITY WORKS

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)

<u>Item</u>	<u>Sub-Clause</u>	<u>Data</u>
Employer's name and address.....	1.1.2.2 & 1.3	Gujarat Pipavav Port Ltd P.O. - Rampara No 2, Taluka Rajula Distt Amreli Pipavav Port – 365560 Gujarat (India) T: +91 (0)2794 302538
Contractor's name and address.....	1.1.2.3 & 1.3	----- ----- ----- ----- -----
Engineer's name and address.....	1.1.2.4 & 1.3	To be intimated
Time for Completion of the Works.....	1.1.3.3	180 Days (see time for Sectional Completions below)
Defects Notification Period.....	1.1.3.7	1095 days from completion of whole Work
Electronic transmission systems.....	1.3	Hard copy and PDF via. Email
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 fourteen (14) days from the Commencement Date

Initials of signatory of Tender.....

<u>Item</u>	<u>Sub-Clause</u>	<u>Data</u>
Amount of Performance Security....	4.2	10% of the Accepted Contract Amount. The

		bank Guarantee shall be issued by a nationalized bank or scheduled commercial bank permitted to carry out business in India by the Reserve Bank of India.
Normal working hours.....	6.5	Unrestricted, 24 hours a day, 7 days a week, but subject to applicable Laws,
Delay damages for the Works.....	8.7 & 14.15(b)	0.1% of contract amount per day + taxes
Maximum amount of delay damages.....	8.7	10% of contract amount + taxes
Percentage for adjustment of Provisional Sums.....	13.5(b)	Not applicable
Total advance payment.....	14.2	10% of the Accepted Contract Amount only against bank guarantee
Number and timing of Advance instalments	14.2	The Advance Payment shall be released on submission of unconditional Bank Guarantee for an amount equivalent to one hundred (100) percent of the amount of the advance payment requested by the Contractor. The bank Guarantee shall be issued by a nationalized bank or scheduled commercial bank permitted to carry out business in India by the Reserve Bank of India.
Start repayment of advance payment	14.2	The repayment of Advance shall be completely repaid prior to the time when 20% to 80% of the Contract Price has been certified for payment.
Currencies and proportions.....	14.2	100% in Indian Rupees
Percentage of retention.....	14.3	10% of each payment
Limit of Retention Money.....	14.3	10% of the Accepted Contract Amount
Plant and Materials for payment when shipped on route to the Site.....	14.5(b)	None
Plant and Materials for payment when delivered to the Site.....	14.5(c)	None
Minimum amount of Interim Payment Certificates.....	14.2	15% of the Accepted Contract Amount
Currency/currencies of payment.....	14.15	Indian Rupees
Periods for submission of insurance: (a) evidence of insurance..... (b) relevant policies.....	18.1 18.1	Prior to mobilization Prior to mobilization
Maximum amount of deductibles for	18.2(d)	Nil

insurance of the Employer's risks...		
Minimum amount of third party insurance...	18.3	3% of accepted contract value
The DAB shall be.....	20.2	A DAB of three Members
Appointment (if not agreed) to be made by.....	20.3	The President of FIDIC or a person appointed by the President

Initials of signatory of Tender.....

Definition of Sections: (Sectional Completion)

Description (Sub-Clause 1.1.5.6) Refer Drawings for Section Locations	Time for Completion (Sub-Clause 1.1.3.3)	Delay Damages (Sub-Clause 8.7)
Ro-Ro Complete Yard with Pavers, Storm Water Drainage, Gates and Fencing, Toilet block, Buried Services etc	150 Days after commencement	0.25% of the final Contract Price per day
Finishing Work i.e. Porta Cabin installation, High Mast, Light Fitting, CCTV camera fitting, Modification of Fire Fighting line other top side utilities	180 Days after commencement	0.25% of the final Contract Price per day

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

Initials of signatory of Tender.....