

DEENDAYAL PORT AUTHORITY



TENDER DOCUMENTS FOR

"The Corporate Social Responsibility (CSR) work for the FY 2019-20 for development of Anganwadi Building at school No. 12 at ward no. 3 & 6 at Anjar & providing drainage line at Nani Nagalpar Village, regarding."

"Invited by"

Executive Engineer (C)
Construction Division,
Annexe, A.O. Building,
3rd Floor,
Deendayal Port Authority,
Gandhidham (Kutch) – 370201.
Kutch District.
Gujarat State.



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DEENDAYAL PORT AUTHORITY

COMPETITIVE BIDDING

NIT NO: - **C-03/2022**

NAME OF WORK:

"The Corporate Social Responsibility (CSR) work for the FY 2019-20 for development of Anganwadi Building at school No. 12 at ward no. 3 & 6 at Anjar & providing drainage line at Nani Nagalpar Village, regarding."

PERIOD OF DOWNLOADING OF BID DOCUMENTS

FROM: 29/12/2022 TO : 20/01/2023 upto 15:00 Hrs.

LAST DATE AND TIME FOR RECEIPT OF BIDS

DATE: 20/01/2023 TIME 15:00 HRS.

TIME AND DATE OF OPENING OF BIDS

On 20/01/2023 15:30 Hrs. (Technical bid only)

PLACE OF OPENING OF BIDS

CHAMBER OF EXECUTIVE ENGINEER (C),
CONSTRUCTION DIVISION,
ANNEXE, A.O. BUILDING,
GANDHIDHAM – KUTCH (GUJARAT STATE),
PIN 370201.

OFFICER INVITING BIDS

EXECUTIVE ENGINEER (C), DEENDAYAL PORT AUTHORITY

NOTICE INVITING ON LINE TENDER

Details about tender:

Department Name	Civil Engineering Department
Circle/ Division	Construction Division, A.O. Building, Gandhidham (Kutch)-370201.
Tender Notice No.	C-03/2022
Name of Project	"The Corporate Social Responsibility (CSR) work for the FY 2019-20 for development of Anganwadi Building at school No. 12 at ward no. 3 & 6 at Anjar & providing drainage line at Nani Nagalpar Village, regarding."
Name of Work	"The Corporate Social Responsibility (CSR) work for the FY 2019-20 for development of Anganwadi Building at school No. 12 at ward no. 3 & 6 at Anjar & providing drainage line at Nani Nagalpar Village, regarding."
Estimated Contract Value (INR)	Rs. 9,62,601.00
Period of Completion (in Months)	03 Months (Three Months)
Bidding Type	Open
Bid Call (Nos.)	One
Tender Currency Type	Single
Tender Currency Settings	Indian Rupee (INR)
Qualifying Criteria :	<ol style="list-style-type: none"> 1. Average annual financial turnover during the last three years ending 31st March of the previous financial years, should be at least Rs. 2.89 Lacs 2. Experience of having successfully completed similar works during last 7 years ending last day of month previous to the one in which applications are invited should be either of the following. If the contractor has executed the work in private organization necessary TDS certificate issued by private organization shall be submitted for full work amount with TDS. <ol style="list-style-type: none"> i. Three similar completed works each costing not less than Rs. 3.85 Lacs. ii. Two similar completed works each costing not less than Rs. 4.81 Lacs. iii. One similar completed work costing not less than

Rs. **7.70 Lacs.**

3. “Similar Works” means, Construction/ maintenance of any type of building work (Separately or combined) with allied civil works.

OR

4. The contractor registered with DEENDAYAL PORT AUTHORITY in category of “BUILDING WORKS” and in **Class B-2 (up to Rs. 30.00 lakhs)** or above shall be considered as qualified for bidding the tender and does not required to submit any documents for pre-qualification with DEENDAYAL PORT AUTHORITY along with Tender fee. However, they may submit Xerox copy of Registration Letter with Tender fee.

Joint Venture	Not Allowed
Rebate	Applicable
Bid Document Fee :	Rs. 1180.00
Bid Document Fee Payable To:	FA & CAO, Deendayal Port Authority, Gandhidham
Bid Security/ EMD (INR) :	Rs. 9,626.00/- in the form of DD/BC/Pay Oder
	<i>Note: - In case of Micro and Small Enterprise (MSEs) holding valid certificate issued by any agencies/organization under The Ministry of Micro, Small and Medium Enterprises indicating the list of activity related to the subject tender shall become eligible for exemption from payment of Tender fee/EMD. Such bidder shall upload the scanned copy of valid certificate in preliminary bid.</i>
Bid Security/ EMD (INR) In Favour Of :	FA & CAO, Deendayal Port Authority, Gandhidham
Bid Document Downloading Start Date	29/12/2022
Bid Document Downloading End Date	20/01/2023 up to 15:00 Hrs.
Last Date & Time for Receipt of Bids	20/01/2023 up to 15:00 Hrs.
Bid Validity Period	120 days
Condition	EMD & Tender Fee in the form of Demand Draft (DD) / Bankers Cheque (BC) / Pay Order (PO) shall be submitted in electronic format through on line (by scanning) while uploading the preliminary bid. This submission shall mean that EMD & tender fee is received. Accordingly offer of only those bidders shall be opened who's & tender fee is received electronically though preliminary bid. However, for the purpose of realization bidder shall send the same in original

to Executive Engineer (C), Deendayal Port Authority at the time of tender opening or send the same through R.P.A.D. / Speed Post or in person so as to reach to Executive Engineer, Construction Division, 3rd Floor A.O. Building, Gandhidham-370201, Kutch District, Gujarat State, INDIA, within seven days from the date of opening.

Remarks:	Remarks: Hard Copies of EMD & Tender fee and other Documents uploaded to be submitted during office hours within 7 days from the date of opening of tender by R.P.A.D /Speed post or in person in the chamber of Executive Engineer, Construction, 3rd floor A.O. Building, Gandhidham-370201, Kutch District, Gujarat State, INDIA, Telephone: 7575895292. <i>In case of Micro and Small Enterprise (MSEs) holding valid certificate issued by any agencies/organization under The Ministry of Micro, Small and Medium Enterprises indicating the list of activity related to the subject tender shall become eligible for exemption from payment of Tender fee/EMD. Such bidder shall upload the scanned copy of valid certificate in preliminary bid.</i>
Bid Opening Date	Technical Bid will be opened on 20/01/2023 @ 15:30 Hrs. Date of opening of price bid shall be notified after scrutiny & evaluation of Technical Bid.
Documents required to be submitted by scanning through online	<ul style="list-style-type: none"> a. Documents in support of fulfilling qualifying criteria as indicated above. b. EMD in form of DD/BC/PO. c. Tender fee in form of DD/BC/PO. d. As indicated in clause 4.5 of section 1 – Instructions to bidders.
Officer- Inviting Bids:	Executive Engineer (C), Deendayal Port Authority
Bid Opening Authority :	Executive Engineer (C), Deendayal Port Authority
Address:	Executive Engineer (C), A.O. Building, Deendayal Port Authority Gandhidham-370201, Kutch District, Gujarat State, INDIA,
Contract Details :	Telephone: (O) 7575895292

EXECUTIVE ENGINEER (C)
DEENDAYAL PORT AUTHORITY

Note:

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

(n)code Solutions – A division of GNFC Ltd.,
(n)Procure Cell,
403, GNFC Infotower, S.G. T D,
Bodakdev, Ahmedabad – 380054 (Gujarat).

Contact Details :

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

SECTION -1

INSTRUCTIONS TO BIDDERS

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

1. Information and instructions for Contractors will form part of NIT and to be uploaded on website.
2. The intending bidder must have class-III digital signature to submit the bid.
3. The Bid Document as uploaded can be viewed and downloaded free of cost by anyone including intending bidder. But the bid can only be submitted after uploading the mandatory scanned documents such as Demand Draft/Pay order or Banker`s Cheque /Bank Guarantee of any Nationalized/Scheduled Bank towards cost of bid document, and EMD in favour of FA & CAO, DPA
4. Bidders may modify or withdraw their bids before last date and time of submission of bid as notified.
5. While submitting the modified bid, contractor can revise the rate of one or more item(s) any number of times (he need not re-enter rate of all the items) but before last time and date of submission of bid as notified.
6. On opening date, the contractor can login and see the bid opening process. After opening of bids he will receive the competitor bid sheets.
7. Contractor can upload documents in the form of JPG format and PDF format.
8. It is mandatory to upload scanned copies of all the documents including GST registration / PAN as stipulated in the bid document. If such document is not uploaded his bid will become invalid and cost of bid document shall not be refunded.
9. If the contractor is found ineligible after opening of bids, his bid shall become invalid and cost of bid document shall not be refunded.
10. If any discrepancy is noticed between the documents as uploaded at the time of submission of bid and hard copies as submitted physically by the contractor the bid shall become invalid and cost of bid document shall not be refunded.
11. Certificate of Financial Turn Over: At the time of submission of bid contractor may upload Affidavit/ Certificate from CA mentioning Financial Turnover of last 3 (three) years or for the period as specified in the bid document and further details if required may be asked from the contractor after opening of technical bids. There is no need to upload entire voluminous balance sheet.
12. Contractor must ensure to quote rate of each item. If any cell is left blank and no rate is quoted by the bidder, rate of such item shall be treated as "0" (ZERO).
13. The Draft information and instructions to Contractors may be modified suitably by NIT approving authority as per requirement.
14. All the mandatory document required/prescribed for pre-qualification have to be enclosed by the bidder failing which his offer shall be rejected and treated as non- responsive. However, additional documents required if any for verification of the original documents shall be submitted by the bidder if required by DPA.
List of Documents to be scanned and uploaded within the period of bid submission:
 - I. Demand Draft/Pay order or Banker`s Cheque /Bank Guarantee of any Nationalized Bank/ Scheduled bank against EMD as per Board decision.
 - II. Demand Draft/Pay order or Banker`s Cheque of any Nationalized Bank /Scheduled Bank towards cost of Tender Fees.

Bid Document.

- III. Certificates of Work Experience of successfully completed works issued by the client.
- IV. Certificate of Financial Turnover from CA V.
- VI. Any other Document as specified in the press notice
- VII. Affidavit as per provisions of NIT
- VIII. Certificate of Registration for GST and acknowledgement of up to date filed return if required.

GENERAL

1. Scope of Bid

The Executive Engineer (C), Deendayal Port Authority, invites bids by E-Tendering for the work **“The Corporate Social Responsibility (CSR) work for the FY 2019-20 for development of Anganwadi Building at school No. 12 at ward no. 3 & 6 at Anjar & providing drainage line at Nani Nagalpar Village, regarding .”**

- 1.1 Detailed in the table given in NIT. The bidders may submit on-line bids for the work detailed given in NIT.
- 1.2 The successful bidder will be expected to complete the work by the intended completion date specified in the contract data.

2. Source of Funds

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

3. Eligible Bidders

- 3.1 The invitation for Bids is open to all eligible bidders meeting the eligibility criteria as defined in Clause No .4
- 3.2 Government-owned enterprises may only participate, if they are legally and financially autonomous, operate under commercial law and are not a dependent agency of the Employer subject to fulfilment of minimum qualifying criteria.
- 3.3 Bidders shall not be under a declaration of ineligibility for corrupt and fraudulent practices issued by the employer.

4. Eligibility Criteria:

- 4.1 Average annual financial turnover during the last three years ending 31st March of the previous financial years, should be at least **Rs. 2.89 Lacs.**
- 4.2 Experience of having successfully completed similar works during last 7 years ending last day of month previous to the one in which applications are invited should be either of the following. If the contractor has executed the work in private organization necessary TDS certificate issued by private organization shall be submitted for full work amount with TDS.
 - i Three similar completed works each costing not less than **Rs. 3.85 Lacs.**
 - ii Two similar completed works each costing not less than **Rs. 4.81 Lacs.**
 - iii One similar completed works costing not less than **Rs. 7.70 Lacs.**
- 4.3 “Similar Works” means, Construction/ maintenance of any type of building work (Separately or combined) with allied civil works.

OR

The contractor registered with DEENDAYAL PORT AUTHORITY in category of “BUILDING WORKS” and in **Class B-2 (up to Rs. 30.00 lakhs)** or above shall be considered as qualified for bidding the tender and does not required to submit any documents for pre-qualification with DEENDAYAL PORT AUTHORITY along with Tender fee. However, they may submit Xerox copy of Registration Letter with Tender fee.

- 4.4 All bidders shall scan and forward the following information and documents with their bids.
- a. Copies of original documents defining the constitution or legal status, place of registration, and principal place of business, written power of attorney of the signatory of the Bid to commit the Bidder.
 - b. Experience in works of a similar nature and size for each of the last seven years, and details of works underway or contractually committed, and Employers who may be contacted for further information on those contracts.
 - c. Reports on the financial standing of the Bidder, such as profit and loss statements and auditor's reports for the past three years.
 - d. Authority to seek references from the Bidder's bankers.
 - e. PAN, Registration with GST, Provident Fund Authorities.
 - f. Information regarding any litigation, current or during the last five years, in which the Bidder is involved, the parties concerned, and disputed amount.

Note: -

The contractor registered with DEENDAYAL PORT AUTHORITY in category of “BUILDING WORKS” and in **Class B-2 (up to Rs. 30.00 lakhs)** or above shall be considered as qualified for bidding the tender and does not required to submit any documents for pre-qualification with DEENDAYAL PORT AUTHORITY along with Tender fee. However, they may submit Xerox copy of Registration Letter with Tender fee.

- 4.5 Even though the bidder meets the above qualifying criteria, they are subject to be disqualified, if they have:
- Made misleading or false representations in the forms, statements and attachments submitted in proof of the qualification requirements: and/or
 - Record of poor performance such as abandoning the works, not properly completing the contract, inordinate delays in completion, litigation history or financial failures etc.,

5. One Bid per Bidder

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

6. Cost of Bidding

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

7. Site Visit

- 7.1 The Bidder, at his own responsibility and risk is encouraged to visit and examines the site of works and its surroundings and obtain all information that may be necessary for preparing the Bid and entering into a contract for construction of the works. The costs of visiting the site shall be at the Bidders' own expense.

B. BIDDING DOCUMENTS

8. Content of Bidding Documents

- 8.1 The set of bidding documents comprises the documents listed as below and addenda issued in accordance with Clause 9:

Notice Inviting Tender (NIT)

SECTION 1	Instructions to Bidders
SECTION 2	General rules and directions for the guidance of contractors
SECTION 3	Conditions of Contract and Special Conditions
SECTION 4	Form of Security & other formats
SECTION 5	Bills of Quantities

- 8.2. The bidding documents shall be downloaded. The documents should be completely filled and submitted through on line Tendering process.

- 8.3 The bidder is expected to examine carefully all instructions, conditions of contract, contract data, forms, terms, technical specifications, bill of quantities, forms, drawings, annexure in the bid document. Failure to comply with the requirements of the bid document shall be at the bidder's own risk. Pursuant to Clause 26 hereof, bids which are not substantially responsive to the requirements of the bid documents shall be rejected.

- 8.4 Prospective bidders may raise query relating to bidding condition, bidding process and/or rejecting of its bid. The reason for rejecting a tender or non issuing a tender to prospective bidder will be disclosed where written enquiries are made by bidder.

9. Language of Bid

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

10. Documents comprising Bid

- 10.1 The bid submitted by the bidder shall comprise the following:

(A) Technical Bid:

- i) EMD & Tender fee
- ii) Qualification information form and document (pursuant to Clause 4 hereof) and any of the material required to be furnished and submitted by the bidder in accordance with these instructions. The documents listed under Section 2 and 5 shall be filled in without exception.

B) Financial Bid:

- (i) Bill of Quantities duly filled and digitally signed by bidder.

11. Bid Prices

- 11.1 The contract shall be for the whole works as described in Sub-Clause 1.1 based on the priced Bill of Quantities submitted by the Bidder percentage above or below.
- 11.2 All duties, taxes, and other levies payable by the contractor except GST under the contract, or for any other cause shall be included in the rates, prices total Bid price submitted by the bidder.
- 11.3 The rates and prices quoted by the bidder shall be fixed for the duration of the Contract and shall not be subject to adjustment on any account, except GST.

12. Currencies of Bid and Payment

- 12.1 The unit rates and the prices shall be quoted by the bidder entirely in Indian Rupees.

13. Bid Validity

- 13.1 Bids shall remain valid for a period not less than **120 days** after the deadline date for bid submission specified in Clause No. 17. A bid valid for a shorter period shall be rejected by the Employer as non-responsive.
- 13.2 In exceptional circumstances, prior to expiry of the original time limit, the Employer may request that the bidders may extend the period of validity for a specified additional period. The request and the bidders' responses shall be made in writing or by cable. A bidder may refuse the request without forfeiting his bid security. A bidder agreeing to the request will not be permitted to modify his bid.

14. Bid Security (Earnest Money Deposit-EMD)

A. Earnest money Deposit (EMD) shall be **Rs. 9,626.00 /-** to be submitted in form of Demand Draft / Bankers' Cheque / Pay Order in favour of Deendayal Port Authority payable at Gandhidham. EMD in any other form shall not be accepted.

B. The EMD up to Rs. 5 lakhs be payable either by Demand Draft / Pay Order / Banker's Cheque. EMD beyond Rs. 5 lakhs be payable in the form of Bank Guarantee for the entire amount from any Nationalized / Scheduled Bank (Except Co-Operative Banks) from any branch in India preferably from the local branch where the port is situated.

Bank Guarantee submitted as Earnest Money shall be valid for 28 days beyond the validity of the bid. Bank Guarantee shall be verified independently by the Port with the bank before finalization of technical offer. In the event of lack of confirmation of issue of the Bank Guarantee by the Bank, the bid shall stand disqualified.

C. EMD of unsuccessful bidders other than L1 and L2 be refunded immediately after ranking of price bids. Earnest Money of L2 be refunded immediately after entering in to agreement with L1 and acceptance of Performance Guarantee from L1.

D. EMD shall be refunded suo-motto without any application from the bidders.

E. The Bid Security of the successful bidder will be discharged after he has signed the Agreement and furnished the required Performance Guarantee of 3%.

F. The Bid Security may be forfeited, if

- a. The bidder withdraws the Bid after Bid opening during the period of Bid Validity;
- b. The Bidder does not accept the correction of the Bid Price pursuant to clause 27.
- c. The successful Bidder fails within the specified time limit to
 - (i). sign the Agreement or
 - (ii). furnish the required Performance Security.

15. Format and Signing of Bid

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

The Bid shall contain no alternations additions, except those to comply with instructions issued by the Employer.

D. SUBMISSION OF BIDS

16. Bidders who wish to participate will have to procure/ should have legally valid Digital Certificate, as per Information Technology Act-2000, using which they can sign their electronic bids. The bidders can procure the Digital Certificate from (n) code solutions a division of GNFC Ltd, who are licensed certifying authority by Government of India. All bids should be digitally signed. For details regarding Digital signature certificate and related matters, the below mentioned address should be contacted: (n) code Solutions, A Division of GNFC, 301 GNFC Info tower, Bodakdev, Ahmedabad. Tel. 91 79 26857316/17/18, Fax: 91 79 26857321, E-mail: nprocure@gnfc.net Mobile: 9327084190 / 9898589652.

The accompaniments to the tender documents as described under Clause No. 4 shall be Scanned and submitted On-Line along with Tender documents. However, the originals/ attested hard copies shall have to be forwarded subsequently so as to reach the office of Executive Engineer (C) within 7 days of opening of the tenders.

The envelopes shall

- (a) be addressed to:

The Executive Engineer (C), Deendayal Port Authority,
A.O. Building, Construction Division, 303/A, Annexe, 3rd floor,

Gandhidham-Kutch-370201, Gujarat-State.

(b) bear the following identification:

Accompaniments for **“The Corporate Social Responsibility (CSR) work for the FY 2019-20 for development of Anganwadi Building at school No. 12 at ward no. 3 & 6 at Anjar & providing drainage line at Nani Nagalpar Village, regarding.”**

Bid reference No. **C-03/2022**

Name and address of the bidder.

17. Deadline of Submission of the Bids

Technical Bids must be received by the Employer in On-Line System at website <https://kpt.nprocure.com> not later than 15:00 hrs. on 20/01/2023 in the event of the specified date for the submission of bids being declared a holiday by the Employer, the Bids will be received up to the appointed time on the next working day.

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

At the time of submission of the tender document, the tenderer shall give an undertaking that no changes have been made in document. The uploaded version of the Port Tender Document will be treated as authentic tender and if any discrepancy is noticed at any stage between the Port's tender document and the one submitted by the tenderer, the conditions mentioned in the Port's uploaded document shall prevail. Besides, the tenderer shall be liable for legal action for the lapses.

18. Late Bids

After the deadline prescribed in Clause 17 the bids cannot be submitted in the On-Line System.

19. Modification and Withdrawal of Bids

Bidders may modify or withdraw their bids before the deadline prescribed in Clause 17.

No Bid can be modified after the deadline for submission of Bids.

Withdrawal or modification of a Bid between the deadline for submission of bids and the expiration of the original period of bid validity in Clause 13.1 above or as extended pursuant to Clause 13.2 may result in the forfeiture of the Bid security pursuant of Clause 14.

E. BID OPENING AND EVALUATION

20. Bid Opening

On the due date and appointed time as specified in Clause 17, the Employer will first open Technical bids of all bids received including modifications made

pursuant to Clause 19. In the event of the specified date for Bid opening being declared a holiday by the Employer, the Bids will be opened at the appointed time on the next working day.

If any Bid contains any deviation from the Bids documents and / or if the same does not contain Bid security in the manner prescribed in the Bid documents, then that Bid will be rejected and the Bidder will be informed accordingly. All valid Financial Bids whose technical bids have been determined to be substantially responsive in accordance with Clause 22 hereof, shall be opened on the specified date from declaring the results of the Technical Bid.

21. Clarification of Bids

- 21.1 To assist in the examination and comparison of Bids, the Employer may, at his discretion, ask any Bidder for clarification of his Bid, including breakdown of unit rates. The request for clarification and the response shall be in writing or by cable, but no change in the price of substance of the Bid shall be sought, offered, or permitted.
- 21.2 Subject to Sub-Clause 21.1, no Bidder shall contact the Employer on any matter relating to his bid from the time of the bid opening to the time the contract is awarded. If the Bidder wishes to bring additional information to the notice of the Employer, he should send the same through on line system only.
- 21.3 Any effort by the Bidder to influence the Employer's bid evaluation, bid comparison or contract award decisions, may result in the rejection of his bid.

22. Examination of Bids and Determination of Responsiveness

Prior to detailed evaluation of Bids, the Employer will determine whether each Bid (a) has been properly digitally signed (b) meets the eligibility criteria defined in Clause 4. (c) is accompanied by the required Bid security and; (d) is responsive to the requirements of the Bidding documents.

A substantially responsive Technical and Financial Bid is one which conforms to all the terms, conditions and specification of the Bidding documents, without material deviation or reservation. A material deviation or reservation is one (a) which effects in any substantial way the scope, quality or performance of the Works; (b) which limits in any substantial way, the Employer's rights or the Bidder's obligations under the contract; or (c) whose rectification would affect unfairly the competitive position of other Bidders presenting responsive Bids. If a Technical Bid is not substantially responsive, it will be rejected by the Employer, and may not subsequently be made responsive by correction or withdrawal of the non-confirming deviation or reservation.

23. Evaluation and Comparison of Bids

The Employer will evaluate and compare only the Bids determined to be responsive in accordance with Clause 22.

In evaluating the Bids, the Employer will determine for each Bid the evaluated Bid price by adjusting discounts or other price modification offered in accordance with Sub Clause 19.

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

24. **Performance Security**

"Security Deposit" shall consist of Performance Guarantee to be submitted at award of work. Performance Guarantee should be 3% of contract price which should be submitted in form of Bank Guarantee or Demand Draft within (21 days in case of domestic bids and within 28 days in case of global bids) of receipt of letter of Acceptance / intent which will be refunded immediately not later than 14 days from completion of contract period.

Failure of the successful Bidder to comply with the requirements of above shall constitute sufficient grounds for cancellation of the award of work, forfeiture of the Bid security and/or may be disqualified from bidding for any contract with DPA for a period of three years from the date of notification.

"The documentary evidence (copy of paid Challan in Govt. Treasury) of Welfare Cess @ 1% of work done or as amended by Statutory Authority from time to time, paid on final bill shall be submitted before releasing the Performance Guarantee."

25. **Corrupt or Fraudulent Practices**

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

- (a) Defines, for the purpose of these provisions, the terms set forth below as follows:
 - (i) "Corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution; and
 - (ii) "fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Employer, and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Employer of the benefits of free and open competition.

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

25.2 Deleted

F. AWARD OF CONTRACT

26. Award Criteria

The Employer will award the Contract to the Bidder whose Bid has been determined to be responsive to the Bidding documents and who has offered the lowest evaluated Bid Price, provided that such Bidder has been determined to be (a) eligible in accordance with the provisions of Clause 3 and (b) qualified in accordance with the provisions of Clause 4. The second bidder (i.e. L2) shall be kept in reserve and may be invited to match the bid submitted by the (L 1) bidder in case such bidder withdraws or is not selected for any reason.

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

Notwithstanding Clause 26, the Employer reserve the right to accept or reject any bid and to cancel the bidding process and reject all bids, at any time prior to the award of contract, without thereby incurring and liability to the affected bidder or bidders of the grounds for Employer's action.

28. Notification of Award and Signing of Agreement.

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

The notification of award will constitute the formation of the Contract subject to the furnishing of a performance security in accordance with the provisions of Clause 24.

The Agreement will incorporate all correspondence between the Employer and the successful bidder. It will be signed by the employer and sent to the successful Bidder within 14 days following the notification of award along with the Letter of Acceptance. Within 21 days of receipt of L.O.A., the successful Bidder will furnish the performance security and sign the Agreement with the Employer.

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

29. Arbitration Clause

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

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

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

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

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

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

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

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

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

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

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

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

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

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

30.: INTEGRITY PACT:

Deleted

SECTION 2

GENERAL RULES
AND
DIRECTIONS
FOR THE
GUIDANCE OF CONTRACTORS

BOARD OF TRUSTEES OF DEENDAYAL PORT AUTHORITY

Division Sub Division

ITEM RATE TENDER & CONTRACT FOR WORKS FOR THE GUIDANCE OF CONTRACTORS

General Rules and Directions for the Guidance of Contractors

1. All works proposed for execution by Contract will be notified in a form of invitation to tender, posted in public place and signed by the Deputy Chief Engineer.

This form will state the work to be carried out, as well as the date for submitting and opening tenders and the time allowed for carrying out the work, also the amount of earnest-money to be deposited with the tender and the amount of the Security deposit to be deposited by the successful tenderer and the percentage, if any to be deducted from bills. Copies of the specifications, designs and drawings and any other documents required in connection with the work, signed for the purpose of identification by the Deputy Chief Engineer shall also be open for inspection by the Contractor at the office of the Deputy Chief Engineer during office hours.

2. In the event of the tender being submitted by a partnership firm it must be signed separately by each member thereof or, in the event of the absence of any partner. It must be signed on his behalf by a person holding a power of attorney authorizing him to do so, such power-of-attorney be produced with the tender, and it must disclose that the firm is duly registered under the Indian Partnership Act.
3. Receipts for payment made on account of work, when executed by a partnership firm, must also be signed by the several partners, except where the contractors are described in their tender as a firm in which case the receipts must be signed in the name of the firm by one of the partners, or by some other person having authority to give effectual receipts for the firm.
4. Any person who submits a tender shall fill up the usual printed form, stating at what rate he is willing to undertake each item of the work. Tenders, which propose any alteration in the work specified in the said form of invitation to tender, or in the time allowed for carrying out the work, or which contain any other conditions of any sort, will be liable to rejection. No single tender shall include more than one work but contractors who wish to tender for two or more works shall submit a separate tender for each. Tender shall have the name and number of the work to which they refer written outside the envelopes.
 - 4.(A) The rate (s) and / or amount (s) must be quoted in decimal coining.
5. The Deputy Chief Engineer or his duly authorized assistant will open tenders in the Presence of any intending contractors who may be present at the time, and will enter the amounts of the several tender in a comparative statement in a suitable form in the event of a tender being accepted, a receipt for the earnest money forwarded therewith shall there upon be given to the contractor who shall there upon for the purpose of identification sing copies of the specification and other documents mentioned in Rule 1. in the event of a tender being rejected, the earnest money forwarded with such unaccepted tender shall thereupon be returned to the contractor, making the same without any interest thereon.
6. The officer inviting tender shall have the right of rejecting all or any of the tenders and will not be bound to accept the lowest tender.

7. The receipt of an accountant or clerk, for any money paid by the contractor will not be considered as any acknowledgement of Payment to the Deputy Chief Engineer and the contractor shall be responsible for seeing that Produces receipt signed by the Deputy Chief Engineer or a duly authorized cashier.
8. The memorandum of work Tendered for and the schedule of materials to be supplied by the Board of Trustees of Kandla Port and their issue rates, shall be filled in and completed in the office of the Deputy Chief Engineer before the tender form is issued. If a form is issued to an intending Tenderer without having been so filled in and completed, he shall request the office to have this done before he completes and delivers his tender.

ITEM RATE TENDER FOR WORKS

I/We hereby tender for the execution for the Board of Trustees of Deendayal Port for the work Specified in the under written memorandum within the time specified in memorandum at the rates specified therein, and in accordance, in all respects with specification designs, drawings and instruction in writing referred to in Rule 1, he and in clause II of the conditions in contract, and with such materials as are provided by and in all respects in accordance with such conditions so far as possible.

SECTION 3

CONDITIONS OF CONTRACT AND SPECIAL CONDITIONS

SPECIAL CONDITIONS AND SPECIFICATIONS

Name of Work: - "The Corporate Social Responsibility (CSR) work for the FY 2019-20 for development of Anganwadi Building at school No. 12 at ward no. 3 & 6 at Anjar & providing drainage line at Nani Nagalpar Village, regarding."

1. The provision in special condition which form a part of contract shall have precedence over those specified in the printed conditions in case of diversity, if any.
2. The contract shall be valid for 03 months from the date of issue of work order.
3. Work shall be carried out in accordance with the best standards of workmanship and to the entire satisfaction of the Engineer-in-charge and as per directions issued from time to time.
4. Contractor has to comply with all the motor vehicle rules and regulations etc. as per government rules and Deendayal Port Authority will not be responsible for any violation of rules for use of vehicle (Tractor / Truck / JCB) for the work.
5. Rates quoted by the contractor shall be inclusive of all taxes, duties, levies imposed by Central/State Govt. from time to time except GST and no claim what-so-ever in this regard shall be entertained.
6. The contractor is expected to have full knowledge of work, work site and nature and magnitude of work and no claim what so ever shall be entertained in this regard.
7. The tender containing conditions for lowering or raising the rates quoted shall be liable for rejection.
8. Income Tax at prevailing rates and surcharge as applicable on the payment to contractor will be deducted from the payment and only net amount shall be paid for as directed by the Central Board of Direct Taxes, Ministry of Finance, and Government of India.
9. The contractor shall be required to execute the work in such a way so as not to cause any damage, hindrance or interference to the activities and work going on in the area adjoining thereof. Any damages shall be repaired by him at his own cost. If he does not repair the damages in reasonable time period, the same will be repaired by Kandla Port Authority at the sole risk and cost of contractor and amount will be recovered from the bill due.
10. All the tools, tackles, plants, hoses and ladders (in good condition) etc. are required to be brought by the contractor for carrying out the work to the complete satisfaction of Engineer-in-charge without any extra cost.

11. The tender shall remain open for a period of 120 days from the date of opening of tender.
12. All the labour acts, rules and regulations enforce from time to time are to be followed by the contractor.
13. The Chief Engineer will issue the pre-acceptance letter intimating the contractor about the proposed acceptance of tender. The chairman on behalf of board having common seal of board shall execute the tender agreement in approved form bearing the stamp of required value. The final acceptance letter shall be issued by the Chief Engineer on non-judicial stamp paper of Rs. 50/- to be borne by the contractor. In case the contractor desires to have the duplicate copy of acceptance letter he shall have to pay an additional amount of Rs. 50/- only.
14. The value of stamps to be affixed on agreement shall be of appropriate value prescribed for bond as per latest provision of law enforce on the date of execution, however, if the contractor furnishes G.P.F. Notes, approval guarantee in respect of or part of security deposit the stamp duty chargeable for the amount shall be prescribed for agreement payable in accordance with the latest provisions of law enforce on the date of execution of the contract. All the cost of stamp duty shall be borne by the contractor.
15. The contractor shall maintain a site order book at the site of work and all orders, instructions issued to him from time to time by Engineer-in-charge or his sub-ordinates will be recorded in the site order book. The contractor shall promptly sign each entry in token of having received such orders and instructions and shall be complied with the requirements promptly. The site order book shall be property of the department and shall be handed over to the Engineer-in-charge in good condition on the completion of the work or whenever demanded by the Engineer-in-charge.
16. Contractor has to arrange his own means of transportation for the work.
17. All the safety rules and health measures must be adopted by the contractor while working.
18. The Engineer-in-charge will be entitled to deduct or adjust any sum of money payable by the Contractor to the board under the terms of any contract executed by him or on his behalf from the security deposit of from any sums that become due from the present contract.
19. Deleted.
20. For the purpose of measurement, the method prescribed in the Indian standard method of measurement of the building works shall be applicable unless stated otherwise in this contract. In the case of any ambiguity the decision of Engineer in charge shall be final and binding.
21. The tender documents submitted by the contractor and correspondence exchanged between him and Deendayal Port Authority Authorities prior to

acceptance of the tender and thereafter shall form part of agreement even though formal agreement duly signed is not executed.

22. The contractor has to make his own arrangement to use the potable water for construction purpose.
23. All the works comprised in contract until handed over to the Engineer-in-charge shall stand at the risk of contractor, who shall be responsible to make good at his own cost all losses and damages caused due to fire weather or any other reasons and causes etc. At the time of completion of work, all the works in good condition and order shall be handed over.
24. The notes and data furnished in Deendayal Port Authority schedule of rates enforce will be considered for measurement purpose, in case of various materials, as regards to lead, weight of materials and allowances for voids covering capacity etc. for materials.
25. All the materials required for any work shall have to be got approved by Engineer-in-charge before putting them into use or stacking at the site of work.
26. The work is to be done up to 10.00 meters' height of building. Contractor has to keep this aspect in mind at time of quoting the rates.
27. During execution of work the contractor shall employ only such persons, who are careful, skilled and experienced in their service trades. The Engineer in charge shall be at liberty to object and ask the contractor to remove, from the work any person employed by the contractor in execution of work if in the opinion of Engineer in charge, misconduct or he is negligent, in the proper performance of his duties and such person shall not be again employed in the work without the permission of Engineer in charge.
28. The contractor shall, in accordance with requirement of Engineer- in-charge, afford all reasonable facilities to any other contractor employed by Deendayal Port Authority Board and their workmen for work not included in this contract, which the board may enter into at any time. No dispute on any account shall be entertained.
29. All rules and regulations governing Deendayal Port Authority shall be applicable.
30. All the precautions regarding the safety of the workmen shall have to be taken by the Contractor at his own cost and the instructions of Engineer-in-charge in this respect shall have to be followed strictly.
31. The Engineer-in-charge may delete any number of items included in this contract without assigning any reasons and no disputes/claims on this account shall be entertained.
32. Nothing extra shall be paid for change of quarry for any quarried material, against lead etc.

33. The tenderer should submit firm offer without any price variation and no escalation would be considered.
34. The tenderers are not expected to make any post tender modification. Hence the tenderers should not make any correspondence regarding the tender after submission of the same on due date and time. No cognizance of any correspondence shall be taken and if any tenderer persists with the same, necessary letter shall be given on or before the due date and time and the same shall be opened, if otherwise found in order.
35. The detailed drawings, layout plans and other particulars etc. can be seen in the office of the Executive Engineer (T D) during working hours only.
36. The contractor has to clean floors, glass panes etc. at his own cost immediately after carrying out the work and to the entire satisfaction of the Engineer in charge. If any damage is found due to fault of contractor or his labour during the work inside the building the cost of damage will be recovered from the contractor.
37. Synthetic Enamel paint of approved colour and shade shall be of Asian Paints, IEL Ltd., Berger Paint, Nerolac or as approved by Engineer in charge.
38. Plastic Emulsion paint of approved colour and shade shall be of Asian Paints, IEL Ltd., Berger Paint, Nerolac or as approved by Engineer in charge.
39. Exterior paint of approved colour and shade shall be of "Sandtex Matt" of Snowcem India Ltd. Or as approved by Engineer-in- charge.
40. Unless otherwise specified rates quoted shall be for the work upto height 10 meter from ground level and nothing extra shall be payable on this account.
41. The rates and data furnished in the Deendayal Port Authority, Schedule of Rates Tables applicable to the relevant year in which the tender is accepted shall be considered for calculation purpose in the case various materials as regards: Lead between two places.
42. Weight in calculations of loading and unloading charges. Co-efficient for measurements.
43. All the tools/tackles and ladders for executing the work shall have to be arranged by the Contractor and arrangement for storing of such tools/tackles or any material shall have to be made by the contractor at his own cost.
44. The contractor has to provide sufficient barricades to site of work so that school student plying nearby should not damage the recently carried out work. In case of any damage on account of above, the entire responsibility will remain with contractor and nothing extra will be paid on this account.
45. Force Majure: -This will be restricted to act of God only.
46. The quantity of any item may vary as per site condition and requirement (subject to (+) (-) 30% of overall quoted rates) and no claim for variation of

quantity will be entertained. Further, quantity so varied & executed will be paid as per accepted rate of tender.

47. The Deendayal Port Authority has introduced Electronic Clearing System. The tenderers are required to furnish necessary details of Bank account etc.
48. The Bidder shall disclose any payment made or proposed to be made to any intermediaries (agents etc.) in connection with the bid.
49. The period of contract is 03 months from written work order.
50. Deleted.
51. The tenderers will not have any right to claim for employment in the department, in future on the basis of approved tender. The contractor shall employ no one connected with or in the employment of DPT as a partner or employ to execute this contract work.
52. The Contractor shall deploy one qualified Engineer (minimum qualification Civil Diploma) having knowledge of buildings works for carrying out day to day supervision of works as per the instructions of Engineer-in-charge or its representative.
53. During the execution of job, contractor or his representative shall be available during working hours for any instructions from the representative of the Engineer-in-charge.
54. As part of execution of award job, the contract shall make appropriate arrangement for transportation of required materials / other resources from one location to other location at his cost.
55. It shall be expected that for want of sufficient resources, including required type of equipments / consumable, or supervision the quality of jobs must not be adversely affected otherwise it will attract heavy penalty for full job on the contractor, minimum amount of total qty. quoted by the contractor for each item.
56. The bidders shall give an undertaking that they have not made any payment or illegal gratification to any person / authority connected with the bid process so as to influence the bid process and have not committed any offence under the PC Act in connection with the bid.
- 57. Deleted.**
- 58. Deleted.**
59. The portion of the work may be got delayed or may be left incomplete due to protest of public or due to any other reason. No claim on this account shall be entertained.
60. The Engineer-in-charge or his representative shall at any times have access to works site and to all workshops and place where items relating to the works are being prepared or manufactured.

61. All the precautions regarding safety of workmen shall have to be taken by the contractor at his own cost, and the instructions of Engineer-in-charge in this respect shall have to be followed strictly.
62. The contractor shall in accordance with requirements of Engineer-in-charge, afford all reasonable facilities to any other contractor employed by Deendayal Port Authority Board and their workmen for work not included in this contract, which the board may enter into at any time. No disputes on this account shall be entertained.
- 63. Deleted.**
64. The tender is liable to be cancelled in case the tenderer himself or any of his employee is found to be an Engineer of gazetted rank or a Government officer employed in an Engineering Department of Government of India or Port Authority within two years of his retirement and does not possess the permission from Government of India for working as a contractor or his employee.
65. Barricading, including proper lighting arrangement in the night at the required places shall have to be provided by the contractor at his own cost, including necessary arrangements for proper movement of traffic with suitable sign boards etc. as directed by the Engineer-in-Charge.
66. Deviation of the items may vary as per the requirement of Site conditions and decision of Engineer in charge is final in this matter up to variation of 30%.
67. The contractor shall strictly follow up the Environmental rules as per the Environmental Protection Act 1986 while execution of the work and as directed by Engineer in charge.
68. If the contractor quote the rates below the basic cost of material & Labour required for the work his bid will be rejected and he will be black listed for two years for participation of Bid in DPA.
- 69. Special Conditions for Environmental Protection**
 - i. The contractor(s) shall strictly follow up the environmental rules as per the Environmental (Protection) Act 1986 while execution of the work and as directed by Engineer In-Charge.
 - ii. All construction materials i.e. Cement, Aggregates, sand & fill materials which are to be used in construction work shall be covered with Tarpaulin or other fabric materials as directed by Engineer in Charge.
 - iii. The Contractor(s) should stacked and disposed the waste materials in such a manner which are not destroy the environment.
 - iv. The contractor(s) shall sprinkles the water to minimize the dust emission.
 - v. Machine mixers, vibrators, way batches plant, diesel generator sets and other vehicles engines shall not be left running when not in use

- vi. Emission of NO₂ and SO₂ shall be maintained within the work site area as per the International Regulations.
 - vii. To prevent and minimize vibration and noise levels from machineries/vehicles during construction activities the contractor(s) shall take the remedial action to minimize noise pollution.
 - viii. Provide adequate silencers attached with all vehicles and machines.
 - ix. Install suitable mufflers on engine exhaust and compressor component.
 - x. The diesel generators set shall be used of noise less.
 - xi. To contractor(s) shall stacked/stored the construction materials at adequate distance from coastal area.
 - xii. The contractor(s) shall provide the barrier to prevent the construction materials from mixing up with surface /ground water.
 - xiii. The contractor(s) should discharge Waste generated during construction work as per CPCB/GPCB regulations.
70. Liquidated damages.
- In case of delay in completion of the contract, liquidated damages (L.D) may be levied at the rate of 1/2% of the contract value per week of delay or part thereof, subject to a maximum of 10 per cent of the contract price.
- (i) The owner, if satisfied, that the works can be completed by the contractor within a reasonable time after the specified time for completion, may allow further extension of time at its discretion with or without the levy of L.D. In the event of extension of time at its discretion with L.D, the owner will be entitled without prejudice to any other right or remedy available in that behalf per cent (1/2%) of the contract value of the works for each week or part of the week subject to the ceiling defined above.
 - (ii) The owner, if not satisfied that the works can be completed by the contractor, and in the event of failure on the part of the contractor to complete work with in further extension of time allowed as aforesaid, shall be entitled, without prejudice to any other right, or remedy available in that behalf, to rescind the contract.
 - (iii) The owner, if not satisfied with the progress of the contract and in the event of failure of the contractor to recoup the delays in the mutually agreed time frame, shall be entitled to terminate the contract.
 - (iv) In the event of such termination of the contract as described in clauses 74 (ii) or 74 (iii) or both the owner shall be entitled to recover L.D. up to ten per cent (10%) of the contract value and forfeit the security deposit made by the contractor besides getting the work completed by other means at the risk and cost of the contractor.

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

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

71. FAIR WAGE CLAUSE AND CONTRACTOR'S LABOUR REGULATIONS.

Provision of Act.

- (1) The Contract Labour (Regulation and Abolition) Act, 1970 applies to every establishment in which 20 or more workers are employed or were employed on any day of the preceding 24 months as contract labour, and to every contractor who employs or who employed on any day of the preceding 24 months; 20 or more workmen. The Act also provides for registration of establishment and Licensing of Contractors. Accordingly, every principal employer is to make an application to the Registering Officer for registration of the establishment.
- (2) It has been clarified by the Ministry of Labour that the 20 contract labourers can be through one or more contractors, and it does not matter that a single contractor may not be employing 20 or more contract workers. It is sufficient that a total of 20 contract workers (through contractors) are working in an establishment of Principal Employer.
- (3) If a contractor employs 20 or more workmen on any day in the preceding year, the contractor is legally bound to take license from the Licensing Officer i.e., Assistant Labour Commissioner.
- (4) Normally XEN of each division is declared as "Principal Employer" under Section 2(i)(g) of the Act.
- (5) The fees to be paid for the grant of Certificate of Registration shall be as prescribed under the Act.
- (6) In pursuance of Section 12 of the Act, no contractor to whom the said Act applies, shall undertake or execute any work through contract labour except under and in accordance with a license issued in that behalf by the Licensing Officer.

72. Fair Wages

- (1) The term "Fair Wages" means wages fixed and notified under the provisions of the Minimum Wages Act, 1948 from time to time. The fair wages clause is applicable only to those employees whose wages do not exceed the limit prescribed in the Act.
- (2) It should be the duty of the Labour Officer or any other authorised to act as Labour Officer to make enquiries about non-payment of wages for preventing wages' claims of contractors' labour failing in arrears. For this

purpose, it is essential that Labour Officer should make frequent site inspections, as this is the only way of contacting Labour in the field and thus preventing wages falling in arrears. Any case of accumulation of arrears should be specifically brought to the notice of the XEN/SE/Dy. CE.

- (3) The responsibility for identification of labour rests with the Labour Officer. He will, however, be afforded all assistance by the Junior Engineers.

73. GST Clause

- i. The contractor shall quote the price exclusive of GST. The contractor shall quote prevailing GST rate separately which shall be reimbursed by DPT after ascertaining necessary compliance as per Goods & Service Tax – 2017. The contractor should have valid GST registration number to become eligible for Participating in the bid. However, GST will not be considered for evaluation of bid Price. All other duties, taxes, cess applicable if any, shall be borne by the contractor.
- ii. GST Registration should be invariably mentioned in the bid / tender, failing which the bid / tender will be treated as non-responsive and liable to be discharged.
- iii. GST & PAN No. may be furnished with documentary evidence along with the Tender Documents.
- iv. It is mandatory to upload scanned copies of all the documents including GST registration certificate as stipulated in the bid document. If such document is not uploaded his bid will become invalid and cost of bid document shall not be refunded.
- v. The TDS under GST Act is required to be deducted @ 2% (1% CGST and 1% SGST or 2% IGST) from payment / credit given to contractors /professionals and others for work order/contracts exceeding Rs. 2,50,000.00
- vi. “Contractor / Service Provider / Supplier etc. have to ensure timely and proper filling of GSTR 1 so that Deendayal Port Authority can avail input tax credit in timely manner. In case DPT not allowed input tax credit due to failure on part of the contractor / service provider / supplier etc., it will be a financial loss to the DPT and therefore same shall be recovered from the payment / deposit of the contractor / service provider / supplier etc.”
- vii. The GST & TDS shall be deducted as per applicability of contract on the total gross work order amount of Rs. 1 (one) crore or above. No labour charges or other charges can be deducted from the contract bills & TDS is to be deducted on the gross contract bill amount. Due to any increase / excess of amount arises subsequently and the total amount becomes more than 1.00 crores than the GST shall be deducted on the entire total amount of work & TDS shall be recoverable on full amount.

- 78 The Bank Guarantee submitted in lieu of Security deposit must be from any Nationalized / Schedule Bank except Co-operative bank having its branch at Gandhidham (Kutch) (Performa enclosed). The bank guarantee is to be sent directly to Deendayal Port Authority by issuing Bank through registered AD Post.
- 78(a) Sub contract is not allowed.
- 79 Removal of rejected/sub-standard materials Whenever any material brought by the contractor to the site of work is rejected, entry thereof should invariably be made in the Site Order Book under the signature of the Assistant Engineer, giving the approximate quantity of such materials.
- 80 As soon as the material is removed, a certificate to that effect shall be recorded by the JE/AE against the original entry, giving the date of removal and mode of removal, including the registration number of the truck and a copy of gate pass wherever applicable.
- 81 Deviation in quantities
Normally deviation means deviation in quantities of agreement items, i.e. Where there is increase or decrease in the quantities of items of work specified in the agreement.
Rates for such deviated items shall be calculated strictly as per the provision of agreement clauses.
- 82 Deriving the Market rates:
As per provisions of variation clauses sometimes rates are to be determined based on market rates in-certain conditions. In such cases the contractor within 14 days of receipt of order for execution of deviated quantities, extra or substituted items beyond permissible limits and before the commencement of such work shall give notice, for revision of rates, supported by proper analysis, for such quantities. Engineer-in-Charge shall consider the analysis submitted by contractor and determine the rates on basis of market rates.
- Further in case market rates are less than the agreement rates then in such a case Engineer-in-Charge should give notice to the contractor within one month of occurrence of the excess and should decide the rates based on market rates considering the reply of contractor.
- The analysis of rates on market rates should be on similar lines as adopted in the justification of tender except that market rates of material/labour, hire charges of plant and machinery intended to be used prevailing at the time of such order or occurrence shall be adopted. Over and above the market rates so arrived 10% would be added for overheads and profit of the contractor.

83 Payment of Final Bill.

Final bill of all works shall be paid as per DPT's citizens' charter. In case contractor fails to submit the final bill within 2 months of completion of work, the process of final bill should be initiated by the E-I-C suo-moto to thwart the efforts of contractor to delay the preparation of final bill which in all probability may be in the minus. Similarly E-I-C should not delay recoveries for any overpayments detected/ the recoveries being disputed by the contractor on the plea that contractor has gone to Arbitration.

84 Materials shall be arranged by the contractor

The contractor shall submit original bills along with test certificates of the material / equipment's etc., brought at site.

85 The Documentary evidence for work done amount of final bill shall be submitted before releasing performance guarantee.

86 Contractor has to continue the work if any situation arrives due to any reason.

87. The Payment from second bill to pre final bill shall be released subject to condition that the documentary evidence of the welfare cess @ 1 % of work done or as amended by statutory authorized by from time to time paid on final bill shall be submitted for the previous bill.

88. All royalties of the materials, quarry fees, etc. payable by the contractor directly to the authorities concerned and the rates tendered shall be deemed to be inclusive of all such charges. Before claiming of Security deposit, contractor shall have to produce "No dues certificate" from the Geologist, Geology and Mining department Anjar.

All the royalties of the materials, quarry fees, octroi, charges, sales tax etc. are payable by the contractor directly to the authorities concerned and the rates tendered shall be deemed to be inclusive of all such charges.

89. **CEMENT CONCRETE (PLAIN AND REINFORCED) AND MISCELLANEOUS FIXTURES SCOPE.**

The specification cover all the requirements, described hereinafter for general use of plain and reinforced cement concrete work in structure and location, cast-in-situ of pre-cast and shall include all incidental items of work not shown or specified by reasonably implied or necessary for the completion of the work.

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

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

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

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

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

For casting of c c cubes, the contractor has to arrange his own moulds.

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

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

The contractor shall arrange to supply periodically samples of coarse aggregates, fine aggregate for PCC and RCC etc. to the Port Laboratory for testing as per relevant I.S. specifications. However all the materials shall be arranged by the contractor free of cost for testing However, no testing charges will be recovered from the contractor for testing of materials in Port Laboratory.

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

90. The steel or ply wood form work shall be required to be kept in position till the concrete has reached the minimum required crushing strength or as per the directions of the Engineer in charge for which no dispute / claims shall be entertained.
91. The contractor has to dump the excavated stuff at least 1.50 m. Away from the edge of trenches or as directed by the Engineer in charge.

92. SPECIAL CONDITION IN RESPECT OF CEMENT

1. The contractor shall procure the cement after start of work, confirming to relevant Indian Standard from reputed manufactures holding license to use ISI Certification mark for their product.
2. For verification of such purchase all the original bills of manufacturer / supplier / dealer will have to be furnished to the Engineer-in-charge.
3. Supply of cement shall be taken in 50 Kg bags bearing manufacture's name, him registered trade mark, date of manufacture, batch number and ISI marking.
4. Every consignment of cement must have identification marks on packages indicating date of manufacture and grade and type of cement, cement brought to works shall not be more than 6 weeks old from the date of manufacture.
5. Every delivery of cement shall be accompanied by a manufacturers test certificate confirming that the supplied cement conforms to relevant specifications.
6. Engineer-in-charge shall be at his liberty to carry out testing of cement at his discretion from Port laboratory as per I.S. 269-1989 before / during use. The contractor shall make all the necessary arrangements for same all.
7. Each consignment shall be stored separately so that it can be readily identified and inspected. The arrangement of cement shall be such as to ensure the utilization of cement in the order of its arrival at the stores.
8. Cement brought to site and cement remaining unused shall not be removed from site without the permission of the Engineer-in-charge.

93. SPECIAL CONDITION IN RESPECT OF STEEL REINFORCEMENT

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

- b) Every delivery of Steel reinforcement shall be accompanied by a manufacturer's test certificate conforming that the supplied Steel reinforcement conforms to relevant specifications.
 - c) For verifications of such purchase all the original bills of manufacturer / supplier/dealer will have to be furnished to the Engineer in-charge.
 - d) The contractor shall have to procure the steel reinforcement of various sizes/diameters as per the working drawings, which shall be supplied only during execution of the work. No claims/disputes arising about details of steel reinforcement so provided shall be entertained. In case, if particular size(s) of steel reinforcement is not available with the approved manufacturers, the contractors shall have to intimate the Engineer-in-charge in writing along with documentary proof in this regard. Engineer-in-charge, at his discretion, may allow using alternate diameter of reinforcement bars provided that no claims/disputes arising out in respect of payment for difference in rate of steel shall be entertained.
 - e) Engineer-in-Charge shall be at liberty to carry out independent testing of steel reinforcement at his discretion from any of Government Approved laboratory as per relevant I.S. specifications before use. The contractor shall make all the necessary arrangements for same and all the charges to be borne by the contractor.
 - f) Steel reinforcement which remaining unused shall not be removed from site without the permission of the Engineer – in – Charge.
 - g) Payment for steel reinforcement shall be made on the basis of lengths of bars actually placed & measured in the work multiplied by the standard weight per unit length as given in the relevant IS code. The rates shall include for cutting & wastage, straightening, short & long length, & weight tolerance as per relevant IS codes & placing in position. Authorized laps, chair /separators, lifting hooks stiffening ring shall be measured and paid.
 - h) The Engineer-in-charge reserves the right to make necessary changes in the diameter of bars provided in the drawings and no claims whatsoever on account of change in diameter of bars will be entertained.
94. The strength of concrete shall be determined by compressive strength test. For this purpose during the progress of the work cube samples shall be cast for testing at 7 days and 28 days.
95. The contractor shall be registered under the The Building and Other Constructions Workers (Regulation of Employment and Conditions of Service) Act, 1996.
96. In the clause of Performance Guarantee stating that "The documentary evidence (copy of paid challan in Govt. Treasury) of welfare cess @1% of work done or as amended by Statutory Authority from time to time, paid on final bill shall be submitted before releasing the Performance Guarantee".

97. The Contractor shall carry out work as per specifications & time line failing which notice will be issued and after three notices, if performance not found satisfactory, the contractor will be debarred for participating in new tenders of Civil Engineering department for period of two years.
98. The rate quoted by Contractor shall be realistic. During the evaluation of tender, if rates quoted by the Contractor are found un-realistic, the tender shall be considered non responsive & Engineer in-charge reserves right to cancel no any correspondence shall be entertained in this regard.

Contractor

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

SECTION 4

FORMS OF SECURITIES AND OTHER FORMATS

FORM OF SECURITIES AND OTHER FORMATS

Acceptable forms of securities are annexed. Bidders should not complete the performance and advance payment security forms at this time. Only the successful bidder will be required to provide performance and advance payment securities in accordance with one of the forms, or in a similar form acceptable to the employer.

SPECIMEN BANK GUARANTEE PERFORMANCE

GUARANTEE/ SECURITY DEPOSIT

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

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

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

(Name of the contractor/s) Under the terms and conditions of the contract, vide _____'s letter No _____

(Name of the Department)

Date _____ made between the contractors and the Board for execution of _____ covered under _____ Tender

No. _____ dated _____ (hereinafter called "the said contract") for the payment of Security Deposit in cash or Lodgement of Government Promissory Loan Notes for the due fulfilment by the said contractors of the terms and conditions of the said contract, on production of a bank Guarantee for Rs. _____ (Rupees _____) only we, the (Name of the Bank and

Address) _____ (hereinafter referred to as "the Bank") at the request of the contractors do hereby undertake to pay to the Board an amount not exceeding Rs. _____ (Rupees _____) only against any loss or damage caused to or suffered or which would be caused to or suffered by the Board by reasons of any breach by the contractors of any of the terms and conditions of the said contract.

2. We, _____, do hereby
(Name of Bank) (Name of Branch)

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

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

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

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

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

(Name of the user department)

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

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

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

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

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

Date _____ day of _____ 20

For (Name of Bank)
(Name)
Signature

SPECIMEN FOR FORM OF BID

(To be executed on bidder's letter head)

To
The Executive Engineer (C)
Deendayal Port Authority
Annexe, A.O. Building, 3rd floor,
Gandhidham – Kutch - Pin 370-201.
Dist- Kutch (Gujarat)

We, the undersigned, declare that:

- (a) We have examined and have no reservations to the tender documents, including addenda and clarifications issued vide
- (b) We offer to execute the work in conformity with the tendering documents and in accordance with the delivery schedules specified in the schedule of requirements in accordance with the tender document bearing No. – **C-03/2022**.
- (c) our tender shall be valid for the period of **120 days**, from the date fixed for the tender submission deadline in accordance with **[ITB Clause 17]**, and it shall remain binding upon us and may be accepted at any time before the expiration of that period or any extended period in accordance with **[ITB Clause 17]**;
- (d) If our tender is accepted, we commit to submit a performance guarantee for the due performance of the contract, as specified in specimen form for the purpose.
- (e) No Joint Venture.
- (f) Our firm, its affiliates or subsidiaries including any subcontractors or contractors for any part of the contract has not been declared ineligible by the port, under laws of India or official regulations in accordance with **[ITB Clause no.3]**
- (g) We understand that this tender, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal contract agreement is prepared and executed in accordance with **[ITB Clause 28]** and as per specimen form for the purpose;
 - I. We understand that you are not bound to accept the lowest evaluated tender or any other tender that you may receive.
 - II. We also make specific note clauses of [ITB, NIT] under which the contract is governed.

Signed: [insert signature of person whose name and capacity are shown]
In the capacity of [insert legal capacity of person signing the form of tender]

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

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

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

PRE-QUALIFICATION OF BIDDERS

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

1. Only for individual bidders

1.1 Constitution or legal status of bidder (attach copy)

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

2. Turnover of the firm/ JV

YEAR	TURN OVER
2019-20	
2020-21	
2021-22	
Average	

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

3. Similar works

Particulars	Year	No. of works	Value
Total value completed similar work as defined in the tender document during last 7 years	2015-16		
	2016-17		
	2017-18		
	2018-19		
	2019-20		
	2020-21		
	2021-22		

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

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

(A) Existing commitments and on-going works.

Description of work	Place & state	Contract no.& date	Name & address of port	Value of contract Rs.	Stipulated Period of completion	Value of remaining to be completed	Anticipated date of completion

--	--	--	--	--	--	--	--

(B) Works for which bids already submitted

Description of work	Place & state	Name& address of port	Value of contract Rs	Stipulated Period of completion	Date when decision is expected	Remarks if any

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

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

Item of equipment	Requirement no. capacity	Owned/leased /to be procured	No.s/ capacity	Age/condition	Remarks(from whom to be purchased)

6. Proposed sub-contracts and firms involved

Deleted

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

Other party(ies)	port	Cause of dispute	amount	Remarks involved showing present status

8. Additional information bidder may like to submit

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

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

SPECIMEN CONTRACT AGREEMENT

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

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

THIS CONTRACT AGREEMENT is made

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

AGREEMENT

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

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

AND WHEREAS the contractor has agreed to deposit the Security Deposit as follows for due fulfilment of all the conditions of the contract:

(1) Rs. _____ paid in the form of D.D. / Bank Guarantee towards 3% of Performance Guarantee.

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS

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

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

M/s. _____

(Name, signature Designation and
 Seal of the Contractor)

WITNESS

1. _____

2. _____

Contractor

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

Presence of:

Chief Engineer

Deendayal Port Authority.

FOR & ON BEHALF OF THE
 BOARD OF Deendayal Port Authority

Witness: (Name, Signature, address)

1. _____

2. _____

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

SECRETARY
 DEENDAYAL PORT AUTHORITY

SPECIMEN FORMAT FOR DECLARATION
(To be executed on bidder's letter head)

To

(Project Title)

Ref:

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

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

Date:

Place:

Name of the Applicant:

Represented by (Name & Capacity)

**SPECIMEN LETTER OF AUTHORITY FOR
SUBMISSION OF BID**
(To be executed on Rs.300/- non Judicial Stamp Paper)

To
The

Dear Sir,

We----- do hereby
confirm that Shri (Name, designation and Address) is/are authorized to
represent us to bid, negotiate and conclude the agreement on our behalf with you against
tender no. ----- and his specimen signature is appended here to.

We confirm that we shall be bound by all and whatsoever our said signatory shall commit.
We understand that the communication made with him by the Employer/Board shall be
deemed to have been done with us in respect of this Tender.

[specimen signature]

Yours faithfully,

Signature:

Name & Designation:

For & on behalf of:

PRE-ACCEPTANCE LETTER
(On letter head of Port)

No:

Date : / /

To,
 Name & Address of Contractor.

Sub : "The Corporate Social Responsibility (CSR) work for the FY 2019-20 for development of Anganwadi Building at school No. 12 at ward no. 3 & 6 at Anjar & providing drainage line at Nani Nagalpar Village, regarding."

Sir,

Your tender dated _____ amounting to Rs. _____ (rupees only) including all duties, taxes, cesses and other levies etc., Plus GST for the above work has been accepted, subject to the conditions of contract, special conditions, specifications etc. accompanying the tender form.

2. You are requested to produce 5% performance guarantee in the form of Bank Guarantee or Demand Draft within 21 days from issue of this letter and balance 5% shall be recovered through R.A. Bills.

3. You are requested to produce the non-judicial stamp paper of proper value for executing the agreement. The value of stamp paper may be ascertained from the competent authority. Further, you are requested to produce the non-judicial stamp paper of the value of Rs.50/- for issuing the final acceptance letter.

4. The work should be carried out under the XEN(C) who should be contacted to commence the work, which should be completed within the stipulated period of _____ months from the date of commencement of the work.

5. The work order will be issued by XEN(C) and the date of commencement of work will be indicated in the work order.

Yours faithfully,

Authorized
 Signature

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

_____ dated

To
(Name and address of the contractors)

Dear Sirs,

Sub: Tender no: - **“The Corporate Social Responsibility (CSR) work for the FY 2019-20 for development of Anganwadi Building at school No. 12 at ward no. 3 & 6 at Anjar & providing drainage line at Nani Nagalpar Village, regarding.”**

Ref:: Letter of acceptance no. dated

Pursuant to your furnishing the requisite security as stipulated in [clause 21 of general conditions of contract] and signing of the contract for execution of the _____ you are hereby instructed to proceed with the execution of the said works in accordance with the contract documents. It is here by notified that the [site] is being handed over to you for execution of work in accordance with the contract documents.

Yours faithfully,

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

Bank Payment Agreement Form: (to be collected from the Parties)

1. Name of Party :-
2. Account No. :-
3. Branch Name :-
4. IFSC Code of the Bank :-
5. MICR Code :-
6. Accepted for :- NEFT Payment or
RTGS Payment

DECLARATION BY THE PARTY:-

I / We hereby declare that the above information furnished by me is correct and KPT is requested to pay my / our dues to this Account for this Work / Supply Order is concerned.

Signature of the Party
With the seal

SECTION 5

BILL OF QUANTITY (Schedule-B)

SCHEDULE-A

Name of work:- "CSR activities for development of Anganbadi Kendra, Anjar and sewer line at Nani Nagalpar, Anjar."

Sr. No	Type of material	Qty.	Issue Rate	UNIT	Place of delivery
1	Cement	9.00	Brought by contractor at own cost	M.T.	Brought by contractor.
2	TMT STEEL BAR	1.20	Brought by contractor at own cost	M.T.	Brought by contractor.

Note: The qty shown above is tentative and contractor have to brought as per actual requirement.

Contractor

XEN. (C)
Deendayal Port Trust

Schedule-B								
Name of work:- "CSR activities for development of Anganbadi Kendra, Anjar and sewer line at Nani Nagalpar, Anjar".								
I No	Description of item	QTY 1 Aganwadi Kendra 1	QTY 2 Aganwadi Kendra 2	QTY.3 Sewer line in Nani Nagalpar	TOTAL QTY.	RATE	UNIT	AMOUNT
1	Earth work in excavation by mechanical means (Hydraulic excavator) /manual means in foundation trenches or drains, including dressing of sides and ramming of bottoms, lift upto 1.5 m, including getting out the excavated soil and disposal of surplus excavated soil as directed, within a lead of 50 m.							
A	All kinds of soil.	9.00	9.00	0.00	18.00		m3	
2	Filling available excavated earth (excluding rock) in trenches, plinth, sides of foundations etc. in layers not exceeding 20cm in depth, consolidating each deposited layer by ramming and watering, lead up to 50 m and lift upto 1.5 m.	6.00	6.00	145.16	157.16		m3	
3	Disposal of excavated stuff/demolished concrete etc. up to lead of 2.00 km by motor truck including loading, unloading and dressing at the disposal site as directed by engineer in charge.	3.00	3.00	0.00	6.00		m3	
4	Supplying and filling in plinth with sand under floors, including watering, ramming, consolidating and dressing complete.	1.10	1.10	12.00	14.20		m3	
5	Providing and laying in position cement concrete of specified grade excluding the cost of centering and shuttering - All work up to plinth level :							
A	1:4:8 (1 Cement : 4 coarse sand : 8 graded stone aggregate 40 mm nominal size)	3.10	3.10	18.00	24.20		m3	
6	Providing and laying in position machine batched and machine mixed design mix M-30 grade cement concrete for reinforced cement concrete work, using cement content as per approved design mix, including pumping/ placing of concrete to site of laying but excluding the cost of centering, shuttering, finishing and reinforcement, including admixtures in recommended proportions as per IS: 9103 to accelerate, retard setting of concrete, improve workability without impairing strength and durability as per direction of Engineer-in-charge.							
A	All works upto plinth level	2.50	2.50	0.00	5.00		m3	
B	All works above plinth level upto floor V level	7.50	7.50	0.00	15.00		m3	

7	Steel reinforcement for R.C.C. work including straightening, cutting, bending, placing in position and binding all complete upto plinth level.							
A	Thermo-Mechanically Treated bars of grade Fe- 500D or more.	1200.00	1200.00	0.00	2400.00		KG	
8	Providing and laying damp-proof course 40mm thick with cement concrete 1:2:4 (1 cement : 2 coarse sand : 4 graded stone aggregate 12.5mm nominal size)	6.00	6.00	0.00	12.00		M2	
9	Centering and shuttering including strutting, propping etc. and removal of form for all heights :							
A)	Foundations, footings, bases of columns, etc. for mass concrete	7.00	7.00	0.00	14.00		M2	
B)	Lintels, beams, plinth beams, girders, bressumers and cantilevers	15.00	15.00	0.00	30.00		M2	
C)	Columns, Pillars, Piers, Abutments, Posts and Struts	4.00	4.00	0.00	8.00		M2	
D)	Suspended floors, roofs, landings, balconies and access platform	29.00	29.00	0.00	58.00		M2	
10	Random rubble masonry with hard stone in foundation and plinth including levelling up with cement concrete 1:6:12 (1 cement : 6 coarse sand : 12 graded stone aggregate 20 mm nominal size)							
I)	Cement mortar 1:6 (1 cement : 6 coarse sand)	4.00	4.00	0.00	8.00		m3	
11	Brick work with common burnt clay F.P.S. (non modular) bricks of class designation 7.5							
	In superstructure above plinth level up to floor V level in all shapes and sizes in :							
i	Cement mortar 1:6 (1 cement : 6 coarse sand)	10.00	10.00	0.00	20.00		m3	
12	Plastering with cement mortar 1 : 4 including cleaning, finishing smooth curing etc. complete.							
a)	20 mm cement plaster of mix 1:4 (1 cement: 4 coarse sand)	45.00	45.00	0.00	90.00		M2	
13	Distempering with dry distemper of approved brand and manufacture (two or more coats) of required shade on new work, over and including water thinnable priming coat to give an even shade.	45.00	45.00	0.00	90.00		M2	
14	Finishing with Deluxe Multi surface paint system for interiors and exteriors using Primer as per manufacturers specifications : Two or more coats applied on walls @ 1.25 ltr/10 sqm over and including one coat of Special primer applied @ 0.75 ltr /10 sqm	45.00	45.00	0.00	90.00		M2	

15	Providing and laying vitrified floor tiles in different sizes (thickness to be specified by the manufacturer) with water absorption less than 0.08% and conforming to IS: 15622, of approved make, in all colours and shades,laid on 20mm thick cement mortar 1:4 (1 cement : 4 coarse sand),jointing with grey cement slurry @ 3.3kg/sqm.							
A)	Size of Tile 600x600 mm							
I	Grouting the joints of flooring tiles having joints of 3 mm width, using epoxy grout mix of 0.70 kg of organic coated filler of desired shade (0.10 kg of hardener and 0.20 kg of resin per kg), including filling /grouting and finishing complete as per direction of Engineer-in-charge.	12.00	12.00	0.00	24.00		M2	
16	Providing and fixing 37 mm thick factory made PVC door shutter, styles and rails made of PVC hollow section of size 100 mm x 37 mm with wall thickness 2 mm (\pm 0.2 mm), with inbuilt bead on one side, styles and rails mitred cut and joint at the corners by means of 2 nos of plastic brackets of size 75 mm x 220 mm at each corner and stainless steel screws, reinforcing the hinge side of style by inserting PVC profile of size 28 mm x 30 mm, with wall thickness 2 mm (\pm 0.2 mm). Lockrail of size 100 mm x 37 mm, wall thickness 2 mm (+ 0.2 mm) will be fixed to the vertical styles. Providing with PVC snapfit beads and panel of size 100 mm x 20 mm, and inserting 2 nos tie bar of 6 mm dia and fastening with nuts and washers complete, all as per manufacturer's specification and direction of Engineer-in-charge.	4.50	4.50	0.00	9.00		M2	
17	Providing and fixing factory made uPVC white colour casement/casement cum fixed glazed windows comprising of uPVC multi-chambered frame, sash and mullion (where ever required)extruded profiles duly reinforced with 1.60 \pm 0.2 mm thick galvanized mild steel section made from roll forming process of required length (shape & size according to uPVC profile), uPVC extruded glazing beads of appropriate dimension, EPDM gasket,stainless steel (SS 304 grade) friction hinges, zinc alloy (white powder coated) casement handles, G.I fasteners 100 x 8 mm size for fixing frame to finished wall, plastic packers, plastic caps and necessary stainless steel screws etc. Profile of frame & sash shall be mitred cut and fusion welded at all corners, mullion (if required) shall be also fusion welded including drilling of holes for fixing hardware's and drainage of water etc. After fixing frame the gap between frame and adjacent finished wall shall be filled with weather proof silicon sealant over backer rod of required size and of approved quality, all complete as per approved drawing & direction of Engineer-in Charge. (Single / double glass panes and silicon sealant shall be paid separately)							
	Casement cum fixed panel window having both end single casement panel, middle fixed panels and at top completely fixed ventilator with S.S friction hinges (350 x 19 x 1.9) made of (big series) frame 67 x 60 mm,sash 67 x 80 mm , & mullion 67 x 80 mm all having wall thickness of 2.3 \pm 0.2 mm and single glazing bead/double glazing bead of appropriate dimension . (Area of window above 3.00 sqm upto 5.00 sqm).	6.50	6.50	0.00	13.00		m2	

18	Providing and laying 60mm thick factory made cement concrete interlocking paver block of M -30 grade made by block making machine with strong vibratory compaction, of approved size, design & shape, laid in required colour and pattern over and including 50mm thick compacted bed of coarse sand, filling the joints with line sand etc. all complete as per the direction of Engineer-in-charge.	65.00	65.00	0.00	130.00		M2	
19	Earth work in excavation by mechanical means (Hydraulic excavator)/manual means over areas (exceeding 30 cm in depth, 1.5 m in width as well as 10 sqm on plan) including getting out and disposal of excavated earth lead upto 50 m and lift upto 1.5 m, as directed by Engineer-in-charge. All kinds of soil	0.00	0.00	190.00	190.00		M ³	
20	Providing and laying non-pressure NP2 class (light duty) R.C.C. pipes with collars jointed with stiff mixture of cement mortar in the proportion of 1:2 (1cement : 2 fine sand) including testing of joints etc. complete : 450 mm dia. R.C.C. pipe	0.00	0.00	100.00	100.00		Rmt	
21	Constructing brick masonry circular manhole 1.22 m internal dia at bottom and 0.56 m dia at top in cement mortar 1:4 (1 cement :4 coarse sand) inside cement plaster 12 mm thick with cement mortar 1:3 (1 cement : 3 coarse sand) finished with a floating coat of neat cement foundation concrete 1:3:6 (1 cement : 3 coarse sand : 6 graded stone aggregate 40 mm nominal size) and making necessary channel in cement concrete 1:2:4 (1 cement : 2 coarse sand : 4 graded stone aggregate 20 mm nominal size) finished with a floating coat of neat cement, all complete as per standard design : 1.68 m deep with SFRC Cover and frame (heavy duty HD- 20 grade designation) 560 mm internal diameter conforming to I.S. 12592, total weight of cover and frame to be not less than 182 kg. fixed in cement concrete 1:2:4 (1 cement : 2 coarse sand : 4 graded stone aggregate 20 mm nominal size) including centering, shuttering all complete. (Excavation, foot rests and 12 mm thick cement plaster at the external surface shall be paid for separately) : With common burnt clay F.P.S. (non modular) bricks of class designation 7.5	0.00	0.00	5.00	5.00		Each	
22	Disposal of unsuitable material upto 6km lead and lift including leveling and dressing as directed by Engineer-in charge	0	0.00	45.00	45.00		M3	
							Total Rs.	