

DEENDAYAL PORT AUTHORITY  
(An ISO 9001 : 2008 & ISO  
14001 : 2004 Certified Port)



MECHANICAL ENGINEERING  
DEPARTMENT  
MECHANICAL DIVISION

**TENDER NO. ML/WK/4066**

**TENDER FOR**

**Repair and painting work of Fire fighting accessories at Oil  
Jetty no. 1, 2 and 4 Deendayal Port**

Executive Engineer (Mechanical)  
Mechanical Division  
Deendayal Port Authority  
Ground Floor,  
Port & Custom Building,  
New Kandla – 370 210.  
Phone No. (02836) 270352

## **CONTENTS OF TENDER DOCUMENT**

- **Bid Reference No. ML/WK/4066**
- **NIT : Invitation for Bids**
- **SECTION I : Instruction to Bidders**
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# दीनदयाल पोर्ट प्राधिकरण

## निविदा सूचना सं. एमएल/डब्ल्यूके/4066

अधि अभियंता (यांत्रिक), डीपीए, न्यू कांडला द्वारा ऑइल जेट्टी संख्या 1, 2 और 4, दीनदयाल पोर्ट में फायर फाइटिंग एसेसरीज की मरम्मत एवं पेंटिंग कार्य के लिए ऑनलाइन ई-टेंडरिंग प्रणाली में निविदा आमंत्रित की जाती है।

अनुमानित लागत रु. 17,09,000/-

EMD – Rs. 17,090/-

Tender Fee – Rs. 1,180/- (incl. GST as admissible)

डाउनलोड करने की अंतिम तिथि: 16/02/2023 14:00 बजे तक।

केवल वेबसाइट <https://kpt.nprocure.com> पर ई-निविदा जमा करने की अंतिम तिथि और समय: 16/02/2023 को 14:30 बजे तक।

ई-निविदा खोलने की तिथि और समय: 16/02/2023 15:00 बजे।

निविदा वेब साइट: <https://kpt.nprocure.com> से डाउनलोड की जाएगी और

<http://www.deendayalport.gov.in> के साथ-साथ <http://www.eprocure.gov.in> पर भी उपलब्ध होगी।

शुद्धिपत्र, यदि कोई हो, केवल वेबसाइटों पर डाला जाएगा।

अधि अभियंता (यांत्रिक)  
दीनदयाल पोर्ट प्राधिकरण

## **DEENDAYAL PORT AUTHORITY**

### **TENDER NOTICE NO. ML/WK/4066**

Executive Engineer (Mechanical), DPA, New Kandla invites tender in Online E-tendering system for the work of **‘Repair and painting work of Fire fighting accessories at Oil Jetty no. 1, 2 & 4, Deendayal Port’**.

Estimated Cost Rs. 17,09,000/-.

EMD – Rs. 17,090/-

Tender Fee – Rs. 1,180/- (incl. GST as admissible)

Last date of downloading: 16/02/2023 upto 14:00 hrs.

Last date and time of submission of E-tender only on website <https://kpt.nprocure.com>: on 16/02/2023 up to 14:30 Hrs.

Date and time for opening of E-tender: 16/02/2023 at 15:00 hrs.

Tender shall be downloaded from web site: <https://kpt.nprocure.com> and also available on <http://www.deendayalport.gov.in> as well as <http://www.eprocure.gov.in>.

Corrigendum, if any, will be placed on websites only.

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

**NOTICE INVITING ON LINE TENDER**

Details about tender:

<b>Department Name</b>	<b>Mechanical Engineering Department</b>
<b>Circle/ Division</b>	<b>Mechanical Division, Port &amp; Customs Building, Ground Floor, New Kandla (Kutch) - 370 210</b>
<b>Tender Notice No.</b>	<b>ML/WK/4066</b>
<b>Name of Work</b>	<b>Repair and painting work of Fire fighting accessories at Oil Jetty no. 1, 2 &amp; 4, Deendayal Port</b>
<b>Estimated Contract Value (INR)</b>	<b>Rs. 17,09,000/-</b>
<b>Period of Completion</b>	<b>60 Days from issuance of Work Order</b>
<b>Bidding Type</b>	<b>Open</b>
<b>Bid Call (Nos.)</b>	<b>One</b>
<b>Tender Currency Type</b>	<b>Single</b>
<b>Tender Currency Settings</b>	<b>Indian Rupee (INR)</b>
<b>Qualifying Criteria :</b>	<p><b>PRE-QUALIFICATION CRITERIA FOR ELIGIBLE BIDDERS:</b> The Bidders shall fulfil the following pre-qualification criteria:</p> <p>-</p> <ul style="list-style-type: none"> <li>a) Average Annual financial turnover during the last 3 years, ending 31<sup>st</sup> March of the previous financial year, should be at least Rs. 5,12,700. Certified by Chartered Accountant.</li> <li>b) 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: - <ul style="list-style-type: none"> <li>i) Three similar completed works each costing not less than the amount equal to Rs. 6,83,600.00 Or</li> <li>ii) Two similar completed works each costing not less than the amount equal to Rs. 8,54,500.00 Or</li> <li>iii) One similar completed work costing not less than the amount equal to Rs. 13,67,200.00</li> </ul> </li> </ul> <p>Similar works means 'Mechanical fabrication or maintenance works in any Govt. / Semi Govt. / PSU / Private organization'</p> <p>In case the similar works has been executed for any private body, the bidder will produce the tax deducted at Source (TDS) certificate indicating the income tax deducted by the client for that work, which will form the basis for assessing the value of completed work.</p>
<b>Joint Venture</b>	<b>Not Allowed</b>
<b>Rebate</b>	<b>Not applicable</b>
<b>Bid Document Fee :</b>	<p><b>Rs. 1,180/- incl. GST as admissible.</b> In case of Micro and Small enterprises (MSEs) holding valid certificate issued by any agencies / organization under the Ministry of Micro, Small and Medium Enterprises indicating the list of activity related to the subject tender as mentioned in the table below only shall become eligible for exemption from payment of Tender fee / EMD. Such bidder shall upload the scanned copy of valid certificate in preliminary bid.</p> <p><b>Level / Description</b> <b>Section / C –Manufacturing</b></p>

	<b>Division / 33 – Repair and installation of machinery and equipment</b> <b>Group / 331 Repair of fabricated metal products, machinery and equipment</b> <b>Class – 3311 Repair of fabricated metal products</b> <b>Sub Class – 33112 Repair and maintenance of pipes and pipelines</b>
<b>Bid Document Fee Payable To:</b>	<b>Deendayal Port Authority, Gandhidham</b>
<b>EMD:</b>	<b>Rs. 17,090/-</b> <b>In case of Micro and Small enterprises (MSEs) holding valid certificate issued by any agencies / organization under the Ministry of Micro, Small and Medium Enterprises indicating the list of activity related to the subject tender as mentioned in the table below only shall become eligible for exemption from payment of Tender fee / EMD. Such bidder shall upload the scanned copy of valid certificate in preliminary bid.</b> <b>Level / Description</b> <b>Section / C –Manufacturing</b> <b>Division / 33 – Repair and installation of machinery and equipment</b> <b>Group / 331 Repair of fabricated metal products, machinery and equipment</b> <b>Class – 3311 Repair of fabricated metal products</b> <b>Sub Class – 33112 Repair and maintenance of pipes and pipelines</b>
<b>Bid Document Fee in Favour Of :</b>	<b>Deendayal Port Authority, Gandhidham</b>
<b>Bid Document Downloading Start Date</b>	<b>20/01/2023 onwards</b>
<b>Bid Document Downloading End Date</b>	<b>16/02/2023 upto 14:00 Hrs.</b>
<b>Date &amp; Place of Pre Bid Meeting</b>	<b>Not Applicable</b>
<b>Last Date &amp; Time for Receipt of Bids</b>	<b>16/02/2023 @ 14:30 Hrs.</b>
<b>Bid Validity Period</b>	<b>120 Days</b>
<b>Condition</b>	<b>Demand Draft (DD) / Bankers' Cheque (BC) / Pay Order (PO) for Tender Fee &amp; EMD shall be submitted in Electronic Format only through on line (by scanning) while uploading the bid. This submission shall mean that tender fee &amp; EMD are received. Accordingly offer of those bidders shall only be opened whose Tender Fee &amp; EMD is received Electronically. However, for the purpose of realization, bidder shall send the same in original to Executive Engineer (M) at the time of tender opening or send the same by hand / courier / RPAD / Speed post so as to reach the Executive Engineer (M), Deendayal Port Authority, P&amp;C Building, New Kandla within 07 days from the last date of opening.</b>
<b>Remarks</b>	<b>Submission of EMD, tender fees and other documents during office hours: on date 16/02/2023 to 23/02/2023 by hand/ courier / RPAD / Speed post in the chamber of Executive Engineer (M), Mechanical Division, P&amp;C Building, New Kandla (Kutch) – 370 210. Phone: 02836-270352</b>
<b>Bid Opening Date</b>	<b>Technical Bid will be opened on 16/02/2023 @ 15:00 Hrs. Date of opening of price bid shall be notified after scrutiny and evaluation of Technical Bid.</b>
<b>Documents required to be submitted by scanning through online</b>	<b>a. Documents in support of fulfilling Qualifying Criteria as indicated above.</b> <b>b. EMD in form of DD/BC/PO.</b>

	<b>c. Tender fee in form of DD/BC/PO. d. Documents Mentioned in Eligibility Criteria.</b>
<b>Officer - Inviting Bids:</b>	<b>Executive Engineer (M), Mechanical Division, Port &amp; Custom Building, Ground Floor, New Kandla-(Kutch) - 370210</b>
<b>Bid Opening Authority :</b>	<b>Executive Engineer (M)</b>
<b>Contact Details :</b>	<b>Executive Engineer (M), Mechanical Division, Port &amp; Custom Building, Ground Floor, New Kandla-(Kutch) - 370210</b>

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

(n) code Solutions-A division of GNFC Ltd.,

(n)Procure Cell 403, GNFC Info tower, S.G. Road, Bodakdev, Ahmedabad – 380054 (Gujarat)

**Contact Details:**

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

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

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

**E-mail:**[nprocure@gnvfc.net](mailto:nprocure@gnvfc.net)

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

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

## **Section – I**

### **Instruction to Bidders**

#### **A. GENERAL**

##### **1. Scope of Bid**

- 1.1 The Executive Engineer (M), Deendayal Port Authority invites bids by E-Tendering from the interested eligible bidder for the work as mentioned in the notice inviting online tender. All bids shall be completed and submitted on-line in accordance with instruction to the bidders.
- 1.2 The successful bidder will be expected to complete the works by the intended completion period.

##### **2. Source of funds**

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

##### **3. Eligible Bidders**

- Only eligible bidders fulfilling all the requirements as mentioned in the Notice Inviting Online Tender may participate in the subject Tender. Successful completion of “Similar Works” only shall be considered for evaluation of eligibility criteria.
- 3.1 The invitation for Bids is open to all eligible bidders meeting the eligibility criteria as defined in clause regarding Eligibility Criteria.
  - 3.2 All bidders shall fill the forms provided in Section – IV- Part – I “To be submitted by Bidders with their Bids”.
  - 3.3 Government-owned enterprises may 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.
  - 3.4 Bidders shall not be under a declaration of ineligibility for corrupt and fraudulent practices issued by the employer.

##### **4. Eligibility Criteria:**

- 4.1 The Bidders shall fulfil the following pre-qualification criteria:
  - a) Average Annual financial turnover during the last 3 years, ending 31<sup>st</sup> March of the previous financial year, should be at least Rs. 05,12,700/- Certified by Chartered Accountant.
  - b) 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 –
    - i) Three similar completed works each costing not less than the amount equal to Rs. 6,83,600/-
    - OR
    - ii) Two similar completed works each costing not less than the amount equal to Rs. 8,54,500/-
    - OR



- iii) One similar completed work costing not less than the amount equal to Rs. 13,67,200/-

**c) Similar works means**

‘Mechanical fabrication or maintenance works in any Govt. / Semi Govt. / PSU / Private organization’

- 4.2 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. Total monetary value of similar works performed for each of the last seven years ending last day of month previous the one in which applications are invited.
  - c. 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.
  - d. Reports on the financial standing of the Bidder, such as profit and loss statements and auditor's reports for the past three years ending 31<sup>st</sup> March of the previous financial year.
  - e. Duly filled Forms mentioned in Section – IV- Part – I.
  - f. PAN, Registration with GST, Provident Fund Authorities.
  - g. Tender fee & EMD in form of Demand draft / Banker's cheque / Pay Order.
  - h. Information regarding any litigation, current or during the last five years, in which the Bidder is involved, the parties concerned, and disputed amount.
  - i. A certificate by the bidder that they have not been banned / black listed by any govt. Agency.
  - j. Power of attorney (dully accompanied by resolution of Board in case of company).
  - k. Qualifications and experience of key site management and technical personnel proposed for the contract.
  - l. The proposed methodology and program of work, backed with equipment planning and deployment, duly supported with broad calculations and quality control procedures proposed to be adopted justifying their capability of execution and completion of the work as per technical specifications within the stipulated period of completion as per milestones. (if Project cost more than 50.00 Lakhs)
  - m. The completion certification should invariably mention the reference no. of work order, the date of completion and contract value.
  - n. The copy of the work order shall also be submitted for which the bidder is submitting completion certificate.
  - o. In case the similar work has been executed for any private body, the bidder will produce the tax deducted at source (TDS) certificate indicating the income tax deducted by the client for that work, which will form the basis for assessing the value of completed work.

- p. Bidders should give an undertaking that the documents submitted by them in support of their credentials are genuine and DPA is at liberty to take any action against the bidder if the said documents are found to be non-genuine.
- q. Bidders should give an undertaking that they will comply to the specifications of the work including terms and conditions in total without any deviation.

4.3 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, non – completion of the contract.

## **5. One Bid per Bidder**

5.1 Each bidder shall submit only one bid. A bidder who submits more than one Bid will be disqualified apart from forfeiture of EMD.

## **6. Joint Venture (Not Applicable)**

In case of association in the form of consortium or joint venture agreement, the members of the association shall nominate one of the members as “lead partner” for participating in the tender and signing all the documents related therewith up to signing of agreement and execution of all the contractual obligations there after (in case of award of contract). All the partners of the association must also, jointly and severally, be responsible for satisfactory execution and performance of the contract. The firms with at least 26% equity holding each are allowed to jointly meet the legibility criteria.

## **7. Cost of Bidding**

7.1 The Bidder shall bear all costs associated with the preparation and submission of its Bid and employer will in no case be responsible and liable for those costs regardless of the conduct or outcome of the bidding process.

## **8. Site Visit**

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

## **B. Bidding Documents**

### **9. Content of Bidding Documents**

9.1 The set of bidding documents comprises the documents listed below and addenda issued in accordance with clause-9:

- **Bid Reference No. ML/WK/4066**
- **NIT** : **Invitation for Bids**
- **Section I** : **Instruction to Bidders**
- **Section II** : **General Conditions of Contract**
- **Section III** : **Special Conditions of Contract**
- **Section IV** : **Forms of Bid**

- **Section V** : **Scope of Work & Technical Specifications**
- **Section VI** : **Bill of Quantities**
- **Section VII** : **Drawings**

- 9.2 The bidding documents shall be downloaded. The documents should be completely filled and submitted through on line E – Tendering process.
- 9.3 The bidder is expected to examine carefully all instructions, conditions of contract, forms, terms, technical specifications, bill of quantities, in the bid document. Failure to comply with the requirements of the bid document shall be at the bidder's own risk. Bids which are not substantially responsive to the requirements of the tender documents shall be rejected.

## **10. Clarifications of the Bidding Documents**

- 10.1 A prospective bidder requiring any clarification of the bidding documents may notify the employer in writing. The employer may respond to any request for clarification which are received within seven days prior to date of pre-bid meeting. The clarifications shall be uploaded on Website <https://kpt.nprocure.com>, [www.deendayalport.gov.in](http://www.deendayalport.gov.in) and [www.eprocure.gov.in](http://www.eprocure.gov.in).
- 10.2 **Pre-Bid meeting (Not applicable)**
- 10.2.1 The bidder or his official representative may attend pre-bid meeting to be held on XX/XX/2023 @ XX:XX hrs at Old Board Room, A.O Building, Gandhidham. The bidders / representative of bidders who wish to attend the Pre-Bid meeting shall furnish the authority letter on the letter head of Bidder, for attending the Pre-Bid Meeting on behalf of bidder at the time of Pre-Bid Meeting.
- 10.2.2 The purpose of the meeting will be to clarify issues related to work and tender conditions.
- 10.2.3 Pre – Bid clarifications will be uploaded in <https://kpt.nprocure.com>, [www.deendayalport.gov.in](http://www.deendayalport.gov.in) or [www.eprocure.gov.in](http://www.eprocure.gov.in) website without disclosing source of enquiry.
- 10.2.4 Non-attendance at the pre-bid meeting will not be a cause for disqualification of a bidder.
- 10.2.5 At any time prior to the deadline for submission of Bids, employer may, for any reason, whether at its own initiative or in response to a clarification sought by any prospective bidder, modify the bidding documents by amendment / addendum.
- 10.2.6 Those bidders who download the tender document from the website shall be solely responsible to check the web site for the amendment issued in shape of Corrigendum and / or Addendum.

## **11. Language of Bid**

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

## **12. Documents comprising the Bid**

The bid submitted by the bidder shall comprise the following:

### **A) Technical Bid:**

- i) EMD and Tender Fees

- ii) Qualification information in accordance to clause of **Eligibility Criteria** shall be submitted.

**B) Financial Bid:**

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

**13. Bid Prices**

- 13.1 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.
- 13.2 The prices shall be quoted inclusive of all Taxes, Duties, and other incidentals charges like Transportation, Loading, Unloading, Boarding & Lodging etc. except GST and shall remain firm till completion of work.

**14. Currencies of Bid and Payment**

The unit rates and the prices shall be quoted by the bidder in Indian Rupees only.

**15. Bid Validity**

- 15.1 Bids shall remain valid for a period of 120 days from the date of opening of the Technical Bid. A bid valid for a shorter period shall be rejected by the employer as Non-responsive.
- 15.2 In exceptional circumstances, prior to expiry of the original time limit, the employer may request the bidders to extend the period of validity for additional period. The request and the bidders' responses shall be made in writing. A bidder may refuse the request for which EMD will not be forfeited.
- 15.3 A bidder agreeing to the request will not be permitted to modify his bid.

**16. Bid Security (Earnest Money Deposit-EMD)**

- 16.1 EARNEST MONEY DEPOSIT (EMD) The tender shall be accompanied by Earnest Money Deposit of Rs. 17,090/- (Rupees Seventeen Thousand Ninety Only) inclusive of applicable GST. The tender not accompanied with EMD shall not be considered & their technical and price bid will not be opened. The Earnest Money Deposit shall be submitted in the form of Banker's Cheque Demand Draft Pay Order drawn in favour of DEENDAYAL PORT AUTHORITY, Gandhidham, from any Scheduled Bank or Nationalized Bank, payable at Gandhidham. Earnest money in the form of Bank Guarantee will not be accepted under any circumstances.

(a) EMD

- (i) The EMD of successful Bidder will be refunded on submission of performance guarantee (in Form 8) as per the tender clause and executing the agreement (in Form 7) as per tender clause. The EMD of unsuccessful bidders other than L1 & L2 be refunded immediately after ranking of Bids. Earnest Money of L2 bidder shall be refunded immediately after entering into agreement with L1 and acceptance of Guarantee from L1.
- (ii) EMD will be refunded Suo-motto without any application from the Bidders.
- (iii) The EMD of successful bidder will be discharged (refunded) after he has signed the Agreement and furnished the required Performance Guarantee.
- (iv) Earnest Money Deposit will not carry any interest.

- (b) The EMD may be forfeited. (i) The bidder withdraws the Bid after Bid opening during the bid validity; (ii) The bidder does not accept the correction of the Bid-Price, pursuant to any (ii) The successful Bidder fails within the specified time limit to arithmetic errors; a) sign the Agreement or b) furnish the required performance Guarantee (iv) The bidder submits more than one bid.

In case of Micro and Small enterprises (MSEs) holding valid certificate issued by any agencies / organization under the Ministry of Micro, Small and Medium Enterprises indicating the list of activity related to the subject tender as mentioned in the table below only shall become eligible for exemption from payment of Tender fee / EMD. Such bidder shall upload the scanned copy of valid certificate in preliminary bid.

Level / Description

Section / C –Manufacturing

Division / 33 – Repair and installation of machinery and equipment

Group / 331 Repair of fabricated metal products, machinery and equipment

Class – 3311 Repair of fabricated metal products

Sub Class – 33112 Repair and maintenance of pipes and pipelines

## **17. Alternative Proposals by Bidders**

- 17.1 Conditional offer or Alternative offers will not be considered in the process of tender evaluation.

## **18. Format and Signing of Bid**

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

## **19. Amendment of Bidding Documents**

- 19.1 Before the deadline for submission of bids, the Employer may modify the bidding documents by using addenda.
- 19.2 Any addendum thus issued shall be part of the bidding documents and shall be communicated in writing or by cable to all the purchasers of the bidding documents. Prospective bidders shall acknowledge the receipt of each addendum by cable to the Employer.
- 19.3 To give prospective bidders reasonable time in which to take an addendum in to account in preparing their bids, the Employer shall extend as necessary the deadline for submission of bids.

## **D. Submission of Bids**

### **20. Submission of Bids**

Bidders who wish to participate in the tender 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 bidder may contact the following address:

(n) code Solutions,  
A Division of GNFC,  
301 GNFC Infotower,  
Bodakdev, Ahmedabad.  
Tel. 91 79 26857316/17/18

Fax: 91 79 26857321

Mobile: 9327084190 / 9898589652.

E-mail: [nprocure@gnvfc.net](mailto:nprocure@gnvfc.net).

The accompaniments to the tender documents as described under Clause 4.2 shall be Scanned and submitted On-Line along with Tender documents. However, the originals / attested hard copies along with tender documents (except Price Bid), signed on bottom of each page in token of acceptance of Tender Conditions and shall have to be forwarded subsequently so as to reach the office of The Executive Engineer (M) within 7 days of opening of the tenders.

20.1 The envelopes shall be addressed to:

(a) Executive Engineer (M)  
Deendayal Port Authority  
Mechanical Division,  
Ground Floor,  
Port & Customs Building,  
New Kandla – 370210.  
Gujarat-State.

(b) bear the following identification:

Accompaniments for **“Repair and painting work of Fire fighting accessories at Oil Jetty no. 1, 2 & 4, Deendayal Port ”**

Bid reference No **ML/WK/4066**

Name and address of the bidder.

## 21. Deadline of Submission of the Bids

21.1 Bids must be received by the employer in On-Line System at websites <https://kpt.nprocure.com> not later than 14:30 Hrs on 16/02/2023.

21.2 At the time of submission of the tender document, the Bidder shall give an undertaking that no changes have been made in document. The uploaded version of the Port Tender Document at <https://kpt.nprocure.com> websites 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 Bidder, the conditions mentioned in the Port's uploaded document on <https://kpt.nprocure.com> websites shall prevail.

21.3 The employer may extend the deadline for submission of bids by issuing an amendment on DPA website as well as on <https://kpt.nprocure.com> 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.

21.4 In case of tender documents being downloaded from the web site, at the time of submission of (the hard copy of) the tender document, the tenderer shall give an undertaking that no change have been made in document. Any discrepancy is noticed at any stage between the port's tender document uploaded on <https://kpt.nprocure.com> and the one submitted by the tenderer, the conditions mentioned in the port's tender document uploaded on <https://kpt.nprocure.com> shall prevail. Besides, the tenderer shall be liable for legal action for the lapses.

## 22. Late Bids

- 22.1 After the deadline of submission of bid, the bids cannot be submitted in the On-Line System.

**23. Modification and Withdrawal of Bids**

- 23.1 Bidders may modify or withdraw their bids before the deadline of submission of bid or extension if any.
- 23.2 No Bid can be modified after the last date for submission of Bids.
- 23.3 Withdrawal or modification of a Bid between the deadline for submission of bids and the expiration of the original period of bid validity including extension, if any, may result in forfeiture of the bid security i.e. EMD.

**E. Bid Opening and Evaluation**

**24. Bid Opening**

- 24.1 On the due date and time, the employer will first open Technical bids of all bids received including modifications.
- 24.2 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 at the same time.
- 24.3 If any Bid contains any deviation from the Bid documents and / or if the same does not contain Bid security i.e., EMD and tender fees in the manner prescribed in the Bid documents, then that Bid will be rejected and the Bidder will be informed accordingly.
- 24.4 The bids which are technically qualified, their financial bids will be opened. The date of opening of financial bid will be declared in the <https://kpt.nprocure.com>.
- 24.5 The price bid i.e., BOQ will be opened only those bids qualify technically.

**25. Clarification of Bids**

- 25.1 To assist in the examination and comparison of Bids, the employer may, at his discretion, ask any Bidder for clarification of his Bid, including breakup of unit rates. The request for clarification and the response shall be in writing, but no change in the price of substance of the Bid shall be sought, offered, or permitted.
- 25.2 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.
- 25.3 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.

**26. Examination of Bids and Determination of Responsiveness**

- 26.1 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
  - (c) is accompanied by the required EMD and tender fees;
  - (d) is responsive to the requirements of the Bidding documents.
  - (e) Goods & Service Tax number to be quoted invariable by bidder.

- 26.2 A substantially responsive Technical and Financial Bid is one which conforms to all the terms, conditions and specification of the Bidding documents.
- 26.3 If a Technical Bid is not substantially responsive, it will be rejected by the employer, and may not subsequently be made responsive by correction or withdrawal of the non-confirming deviation or reservation.

## **27. Evaluation and Comparison of Bids**

- 27.1 The employer will evaluate and compare only the Bids determined to be responsive.
- 27.2 In evaluating the Bids, the employer will determine for each Bid the evaluated Bid price by adjusting discounts, if any.
- 27.3 If in the opinion of Engineer In Charge, the rate quoted by successful bidder is abnormally high / low compared to the estimated cost of the work, the employer may ask the bidder to produce detailed price analysis for all items of the bill of quantities.

## **F. Award of Contract**

### **28 Award Criteria**

The employer will award the work to the bidder whose bid has been evaluated to be techno – commercially responsive and the lowest evaluated bid subject to submission of agreement and performance security.

The employer, if so required, reserves the right to :

- (a) split the work and award the work in favour of more than one firm  
**(Not Applicable),**
- (b) award the work separately as supply, execution, Operation & Maintenance/Operation/Maintenance as applicable.  
**(Not Applicable).**

### **29 Employer's Right to accept any Bid and to reject any or all.**

Notwithstanding cl.28, Employer reserves the right to accept or reject any bid without assigning any reason 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 on the grounds for employer's action.

### **30. Letter of Intent:**

The Chief Mechanical Engineer will issue the Letter of Intent (Form No. 7) intimating the successful bidder about the proposed pre-acceptance of tender.

### **31. Notification of Award and Signing of Agreement**

- i) The Bidder whose Bid has been accepted will be notified for the award by the employer prior to expiration of the Bid validity period by confirmation in writing. In this letter (hereinafter and in the Conditions of Contract called the "Letter of Intent") the contract amount, completion period of the work etc. will be mentioned in line with the tender conditions.



- ii) 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 tender condition.
- iii) The Agreement will be submitted by successful Bidder within 14 days (National Bid) / 28 days (Global Bid) of issue of the notification of award (Letter of Intent). The agreement will incorporate all correspondence between the employer and the successful bidder.

### **32. Contract Agreement:**

32.1 The agreement on stamp paper shall be furnished by the Contractor as per the following guidelines within 14 days (National Bid) / 28 days (Global Bid) from the date of issue of Letter of Intent.

- i) The successful Bidder will be required to execute an agreement at his expense on Three Hundred Rupees (Rs. 300/-) Non-Judicial Stamp Paper in the proper departmental format (Form 7) for the due and proper fulfilment of the contract within 14 days (national Bid) / 28 days (Global bid) from the date of Letter of Intent.

32.2 Pending preparation and execution of the contract agreement as above, the tender submitted by the Contractor together with Chief Mechanical Engineer's letter / fax accepting the tender shall constitute a binding contract between the Board and the Contractor.

32.3. The contract period shall be reckoned from the date of issue of Work Order to commence the work.

- i) The original agreement as per the format attached with the tender should be executed on a stamp paper of appropriate value (at present Rs. 300/-)
- ii) The Agreement should be submitted in duplicate and the date of execution is to be kept blank.
- iii) Each page of the document is to be signed by the Contractor/ his authorized representative by indicating his full name.
- iv) If the Contractor is a partnership firm, then a copy of the Partnership Deed and in case it is a Company, a copy of Memorandum and Articles of Association along with Registration Certificate is to be submitted.
- v) If the agreement is signed by a Partner/ a Director/ an authorized person of the firm, in such case, a certified true copy of the power of attorney/ letter of authority given by the firm/ company to the signatory of the Contractor firm is to be submitted.
- vi) The entire agreement should be in type written form/ computer printed form.
- vii) Leaving blanks and insertion of some contents of the agreement with hand writing should be avoided.
- viii) All corrections/ additions made in the agreement are to be initialled.

### **33. Performance Security**

- 1) Security Deposit shall consist of Performance Guarantee to be submitted at award of Work. Performance Guarantee should be 3% of the contract price which should be Submitted in form of Bank Guarantee (issued by Scheduled Banks as well as of Nationalized Bank (except Co-op. banks) having its branch at Gandhidham) 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 defect liability period.

- 2) Failure of the Successful Bidder to comply with the requirements as mentioned above shall constitute sufficient grounds for cancellation of the award of work and forfeiture of EMD.
- 3) The Port Authority will also be at liberty to deduct from performance guarantee or from any sums of money due or that may become due under any contract with the contractor that may become due to the employer. This is without prejudice to the rights of the employer under the terms of the contract. The Bank Guarantee is required to be dispatched by the issuing bank directly to The Employer by Registered AD Post.
- 4) The Port Authority may at their option forfeit the Performance Guarantee cum Security Deposit if the contractor fails to carry out the work or perform or observe the conditions of contract.

### **34. Issue of Work Order**

Work order will be issued indicating the Contract value, completion period etc. after submission of Performance Security Deposit and Contract Agreement on Non-Judicial Stamp Paper by the successful bidder as per Tender Conditions.

### **35. Time Schedule**

The Contract shall be effective from the date of issue of Work Order and the work shall be completed within 60 Days from date of issue of Work Order.

### **36. Corrupt or Fraudulent Practices**

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

**Signature & Seal  
Of Contractor**

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

## **SECTION – II**

### **GENERAL CONDITIONS OF CONTRACT**

#### **1. Definitions**

In the Contract (as hereinafter defined) the definition of the following words and expressions shall have the meanings hereby assigned to them except where the context otherwise requires:

- a. **“Employer”** means Board of Deendayal Port, a body corporate under the Major Port Authorities Act, 2021, by notification issued by the Government of India, acting through its Chairman, Dy. Chairman or Chief Mechanical Engineer or any other officers so nominated by the Board.
- b. **“Contractor”** means the person or persons, firm, corporation or company whose tender has been accepted by the employer and includes the Contractor’s servants, agents and workers, personal representatives, successors and permitted assigns.
- c. **“Contract”** means and includes Tender Documents, Instructions to Bidders, General Conditions of Contract, Drawings, Specifications, and Schedules etc., any amendments thereto, Bid, Letter of Intent, Contract Agreement and the work order.
- d. **“Contract Price”** means the total sum of money to be paid by the employer to the contractor on timely completion of the contract work as per Contract including payment for extra work, i.e. as per defined and applicable items of the terms of payment, including any taxes (except GST) and excise duties to be paid to state or central Government.
- e. **“Specifications”** means the specification referred to in the tender documents and any modifications thereof or additions thereto or amendments thereto as may be from time to time be furnished or approved in writing by the employer.
- f. **“Chief Mechanical Engineer”** shall mean the Chief Mechanical Engineer of Deendayal Port Authority.
- g. **“Work” or “Works”** shall mean the whole of the plant and materials to be provided and work to be done executed or carried out by the contractor under the contract.
- h. The **“Site”** shall mean the whole of the premises, buildings and grounds in or upon which the system or works is or are to be provided, executed, erected, done or carried out.
- i. The **“Schedule”** shall mean the schedule or Schedules attached to the specifications.
- j. The **“Drawings”** shall mean the drawings, issued with the specification which will ordinarily be identified by being signed by the Chief Mechanical Engineer and any further drawing submitted by the contractor with his tender and duly signed by him and accepted or approved by the Chief Mechanical Engineer and all other drawings supplied or furnished by the contractors or by the Chief Mechanical Engineer in accordance with these contract conditions.
- k. **“Trials” and “Tests”** shall mean such trials and tests as are provided for in these conditions of contract and described in the specification and shall include all other tests to be carried out as per the requirement of the ‘employer’.
- l. **“Approved” or “Approval”** shall mean approval in writing.

- m. **“Engineer-in-charge/Nodal officer”** shall mean any officer/Engineer authorized by Chief Mechanical Engineer for purpose of this contract.
- n. **“Day”** re calendar days, **“months”** are calendar months
- o. **“Equipment”** is the contractor’s machinery and vehicles brought temporarily to the site to construct the works.
- p. **“Material”** are all supplies, including consumables, used by the contractor for incorporation in the works.
- q. **“Plant”** is any integral part of the works which is to have mechanical, electrical, electronic or chemical or biological function.

## 2. **Use of Contract Document:**

The Contractor shall not, without prior consent, make use of any document except for the purpose of performing this contract.

## 3. **Change Orders:**

At any time during the execution of the contract, by a written notice to the Contractor, changes may be made in the general scope of contract. The Engineer In-charge (EIC), with due approval of competent authority, may make any changes in the quality and / or quantity of the work or any part thereof that may, in his opinion, be necessary and for that purpose the Engineer In-charge shall have the power to order the Contractor to do and the Contractor shall do any of the following:

- a. Increase or decrease or split the quantity of work included in the contract,
- b. Omit any such work,
- c. Change the character, quality or kind of any such work,
- d. Change the dimensions of any such work,
- e. Change in Location
- f. Execute additional work of any kind necessary for completion of the work under the contract, and no such change shall in any way vitiate or invalidate the contract but the cost, if any, arising out of all such changes shall be taken into account in ascertaining the total amount of the contract price. Where the rate is available in the contract and the same is applicable to the additional work, in the opinion of the EIC, the cost of the additional work shall be determined as per this available rate. But, if the rate for additional work is not available in the contract, the same shall be determined by the EIC taking into account the market rate and labour cost at the site for similar works and shall be final.
- g. Deviations from the specifications as contained in the tender agreement including the make / model, shall not be accepted. In case of any such deviation, payment shall not be made for that part of the work / item, even if it is meeting the functional requirements and has been accepted by the purchaser. The payment for such portion of the work / item can only be released if the contractor makes good the deviations before the expiry of the warranty period so as to meet the specifications of the tender agreement in all respects.

## 4. **Resolution of Dispute**

a) The Board and the Contractor shall make every effort to resolve amicably by direct informal negotiations, any disagreement or dispute arising between them in connection with the contract. However, in case of failure of negotiation between the Board and the Contractor, the parties

shall refer their present and future disputes relating to the contract itself or arising out of or concerning or in connection with or in consequence of the contract to the Chairman, DPA whose decision shall be final and binding on both the parties. The contract shall be governed by the Indian Contract Act, 1872.

**b) Jurisdiction of Courts:**

All such disputes, which could not be settled at the intervention of Chairman, DPA, shall be subjected to the jurisdiction of the courts at Gandhidham.

**5. Force Majeure:**

- 5.1 In the event that the Contractor is delayed in performing its obligations in the contract, and such delay is caused by force majeure including war, civil resurrection, strikes (other than the strike solely by the Contractor's men), fire, flood, epidemics, earthquakes, extremely adverse climatic conditions, such delay may be excused and the period of such delay may be added to the time of performance of the obligations without any addition to the contract price.
- 5.2 If a force majeure situation arises, the Contractor shall promptly notify the Board in writing of such condition and the cause thereof, **but not later than 7 days from it's occurrence**. Unless otherwise directed by the Board in writing, the Contractor shall continue to perform its obligations under the contract as far as reasonably practicable. The Contractor shall demonstrate to the Board's satisfaction that it has used its best endeavor to avoid or overcome such causes of delay and the parties will mutually agree upon remedies to mitigate or overcome such causes of delay without having any right to any claim on account of such force majeure.
- 5.3 In any other situation, which is beyond the reasonable control of the Contractor in the opinion of the Engineer In-charge, and where the Contractor has promptly notified the Board in writing about such situation, it may be considered as "Force Majeure" situation.

**6. Compliance with Statutes, Regulations:**

The Contractor shall comply in all respects, with all statutes and regulations as may be necessary, including clearance from State/Central Govt. authorities, Pollution Control Boards, labour enforcement and local authorities. The Contractor shall, at all times during the continuance of the contract, so far as it may be necessary, comply with all the existing enactments including Central and State legislation as well as any by-laws of any local authorities regarding labour, particularly the Minimum wages Act, Factories Act, Workmen's Compensation Act, Employees' Provident Fund and Family Pension Fund Act, Employees' State Insurance Act, Contract Labour (Regulation and Abolition) Act, Payment of Wages Act, Maternity Benefit Act, National and Festival Holidays Act, Shop and Establishment Act, The Apprentice Act and keep DPA indemnified against any loss or claim arising out of contravention of the provisions of the above said enactments by the Contractor. The price quoted by the Contractor in the Bill of Quantity shall be deemed to include all expenses whatsoever the Contractor may be required to incur for the compliance with the provisions of the above said legislation. The Contractor shall make necessary



## **8. Insurance (Modified as per Clause No. 2 under Special Conditions, Section-III):**

- 8.1 The contract shall provide in the joint names of the employer and the contractor, insurance cover from the start date to the end of guarantee period for the following events which are due to the contractor risk:
  - a) loss of or damage to the works, plan and materials
  - b) loss of or damage to equipment
  - c) loss of or damage of property (except the works, plant, materials and equipment) in connection with contract, and
  - d) personal injury or death
- 8.2 Policies and certificates for insurance shall be delivered by the contractor to the engineer in charge or his nominee before the commencement of work. All such insurances shall provide for compensation to be payable to the types and proportions of currencies required to be rectify the loss or damage incurred.
- 8.3 Alterations to the terms of insurance shall not be made without the approval of the engineer in charge or his nominee,
- 8.4 All the materials shall stand insured from the time of arrival at site till commencement of erection against fire, pilferage, damage and against natural calamities for the value of 90% of each item.
- 8.5 During erection and till the work is completed and satisfactory taken over by the D.P.T after testing the materials shall stand covered by suitable erection insurance also for the value of 110% of the item. The charges for the insurance shall be borne by the Contractor.

## **9. Time Extensions:**

The Contractor may claim extension of the time limits in case of;

- i) Changes ordered by Deendayal Port Authority.
- ii) In case work is delayed on DPA's Account, i.e. due to delay in approval of drawings, non-availability of site clearance or any other reason, DPA will consider time extension of merit. However, no compensation will be paid to the Contractor if work is delayed on DPA's account. The Contractor shall submit the request for extension, within 30 days of occurrence of such delay, clearly indicating the justification for such extension.
- iii) Force Majeure.
- iv) All the incidents of delay should be entered in the hindrance register which will be base for granting any extension.

## **10. Time is the essence of the contract:**

Time is the essence of the contract and the Contractor shall ensure that all the obligations under the contract are completed within the agreed time schedule. The Contractor shall be solely responsible for all the delays including the delays caused by its vendors. In case of delay in progress of the works, Deendayal Port Authority reserves the right to withhold the payment, cancel the contract unilaterally or complete the work departmentally.

## **11. Liquidated Damages:**



- 11.1 In case of delay in completing the contract, liquidated damages (LD) may be levied at the rate  $\frac{1}{2}\%$  of the contract value per week or delay or part thereof subject to a maximum of 10% of the contract price.
- 11.2 The employer, 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 LD. In the event of extension of time at its discretion with LD the employer will be entitled without prejudice to any other right or remedy available in that be half percent ( $\frac{1}{2}\%$ ) of the contract value of the works for each week or part of the week subject to the ceiling 10% of contract value.
- 11.3 The employer, if not satisfied that the works can be completed by the contract, and in the event of failure on the part of the contractor to complete work within further extension of time allowed as aforesaid shall be entitled without prejudice to any other right or remedy available in that behalf to rescind the contract.
- 11.4 The employer, if not satisfied with the progress of the contract and in the event of failure of the contract to recoup the delays in the mutually agreed time frame, shall be entitled to terminate the contract.
- 11.5 In the event of such termination of the contract as described in clauses (11.3) or (11.4) or both, the employer shall be entitled to recover LD up to ten percent (10%) of the contract value and forfeit the security deposit made by the contract besides getting the work completed by other means at the risk and cost of the contractor.
- 11.6 In case part / portion of the work can be commissioned and port operates the portion for commercial purpose, the rate of LD will be restricted to the uncompleted value of work, the maximum LD being on the entire contract value.

## **12. Variations:**

### **12.1 Variation in Conditions of Contract:**

In case of any variation in Instructions to Bidders (ITB), General Conditions of Contract (GCC) and the Special Conditions of Contract – if any special conditions of contract shall prevail. But in case of any requirement / condition specified in the Scope of Work, it shall prevail over all other conditions.

### **12.2 Variation in Quantities of Schedule – B:**

The overall as well as individual variations shall be  $\pm 30\%$  in quantity for which the rate quoted by the bidder and accepted by the employer shall be applicable.

## **13. Acceptance:**

Upon completion of work under this contract, the Board may accept the works and / or services after installation, if defects or shortcomings are not considered essential and, the Contractor agrees to make good the deficiencies in confirmation with this contract. No work shall be accepted before the Contractor clears the site of scraps, unused materials, work shed, equipment and all such materials which were used for execution of the work and not required any more at the work site. Also, the Contractor has to

submit all the documents and final “as built” drawings as per the contract agreement without which no work shall be treated as complete.

Completion Certificate shall be issued by the employer after satisfactory completion of work as per tender and after taking trial.

#### **14. Guarantee:**

14.1 The guarantee period shall be valid up to 6 / 12 months (6 months for repairs and 12 months for new works including supplied items) with effect from the date of acceptance of the work and/or services, unless otherwise specified in the scope of work/Special Conditions of Contract (SCC).

14.2 The Contractor shall warrant the Board that the goods and services under this contract will comply strictly with the contract, shall be first class in every particular case and, shall be free from defects. The Contractor shall further warrant the Board that all materials, equipment and the supplies furnished by him will be new and fit for their intended purposes.

14.3 The Board shall promptly notify the Contractor in writing of any claim arising under this Warranty. Upon receipt of such notice, the Contractor shall promptly repair or replace the defective goods and/or services at no cost to the Board.

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

#### **15 Taxes:**

##### **GST Clause:**

The contractor shall quote the price exclusive of GST. The contractor shall quote prevailing GST rate separately, which shall be reimburse by DPA after ascertaining necessary compliance as per Goods & Service Tax Act, 2017.

All other duties, taxes, cesses applicable if any, shall be borne by the contractor.

##### **Deduction of Income-Tax:**

Income-Tax deductions & surcharge and GST + TDS under GST Act as applicable thereon shall be made good while making payments due to the contractor for carrying out the work and only net amount shall be paid as directed by the Central Board of Direct Taxes, Ministry of Finance, Government of India.

**Tax:** The rates quoted by the contractor shall be deemed to be inclusive of the taxes, duties etc. (except GST) which the contractor will have to pay for the performance of this contract. The employer will perform such duties in regard to the deduction of such taxes at sources as per applicable law.

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

#### **16. Deduction:**

- 16.1 Deduction of taxes/income tax at source shall be made from the any bill of the Contractor in accordance with the prevailing rules of Govt.
- 16.2 While performing under the contract, the damages caused by the Contractor or his workers to any of the Port Authority property shall be promptly made good by the Contractor at his own cost. In case the Contractor fails to repair/replace the damage, Deendayal Port Authority shall have the right to take steps to make good the damages and all the cost on this account shall be recovered from the bills of the Contractor or any money due to the Contractor from this contract or any other contract or any other transaction. In determination of the damage, the opinion of the Engineer-In-charge (EIC) shall be conclusive.
- 16.3 Any dues arising out of failure on the part of the Contractor to carry out any obligation under the contract shall be deducted from the bills of the Contractor or from any money due to the Contractor from this contract or any other contract.

**17. Subcontracts:**

The Contractor shall not be allowed to engage any sub-contract for all or any part of this contract.

**18. Idle Charges:**

All efforts shall be made for timely supply of materials and/or equipment where it is included in the scope of Deendayal Port. However, the Contractor shall not be entitled to any idle charges for delay in supply of materials and/or equipment by the Port Authority. Further, in case of any delay due to stoppage of work ordered by the Port Authority to avoid interruption in other important activities of Port Authority or any other reason, the Contractor shall not claim any idle charges.

**19. Personal Protective Equipment: (PPE)**

The Contractor shall be solely responsible, at his own cost, for the supply of required PPE to his workers and staff and he shall also ensure the use of PPE such as helmets, nose masks, hand gloves etc. by his staff at site.

**20. Conduct:**

The Contractor, at all times during the tenure of contract, shall take all measures to prevent any unlawful, riotous or disorderly conduct by or amongst his staff at the site and for the preservation of peace and protection of persons and property at the work site as well as in the enactment of the works.

**21. Accident:**

The Contractor shall, within 24 hours of the occurrence of any accident, at or about the work site or in connection with execution of the contract, report such accidents to the Engineer-In-Charge giving all the details in writing. He shall also provide additional information about the accident as requested by the EIC.

**22. Watch and ward:**

During the execution of the contract, it shall be the responsibility of the Contractor to arrange watch and ward of the work including the raw materials, machine/equipment/system used for the work at his own cost till the date of acceptance of the work by Deendayal Port Authority.

### **23. Termination:**

- 23.1 The Board may, without any prejudice to any other remedy for breach of contract, by written notice of default sent to the Contractor, terminate the contract in whole or in part:
  - (i) if the Contractor fails to execute the work within the period as specified in the contract or any extension granted by the Board;
  - (ii) if the Contractor fails to perform any other obligation under the contract and if the contractor does not cure the same after receipt of a notice of default, the nature of default as well as the time within which the default has to be cured by the Contractor.
- 23.2 In the event of Board's termination of the contract in whole or in part, the Board may execute the remaining work or procure goods similar to those undelivered by the Contractor and the Contractor shall remain liable to the Board for any excess cost for such works or goods and risks, if any.
- 23.3 The Board will pay the Contractor, for all the items that are completed and ready for delivery, within 30 days after termination. The payment shall be made only after all the afore-mentioned goods are supplied to and accepted by Deendayal Port Authority. The amount so decided by the Engineer-in-Charge in this regard shall be final and binding.
- 23.4 In case of termination of contract for default by the Contractor, the Board may not permit the Contractor to participate in any of the future tender of Deendayal Port Authority for a period decided by DPA.
- 23.5 The employer may terminate the contract if Contractor causes a fundamental breach of the contract.
- 23.6 Fundamental breaches of contract include, but shall not be limited to the following:
  - a) The contractor stops work for 28 days and the stoppage has not been authorized by the Engineer-in-Charge or his nominee.
  - b) The contractor becomes bankrupt.
  - c) The contractor has delayed the completion of works by the number of days for which the maximum amount of liquidated damages can be paid as defined in the contract data and
  - d) If the contractor, in the judgment of the employer has engaged in corrupt or fraudulent practices in competing for or in the executing the contract.
  - e) For the purpose of this paragraph: "corrupt practice" means the offering, giving receiving or soliciting of anything of value to influence the action or public officials in the procurement process or in contract execution. "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the employer, and includes collusive practice. Bidders (prior to or after bid submission) designed to

- establish bid prices at artificial non-competitive levels and to deprive the employer of the benefits of free and open competition”.
- f) If the contract is terminated the Contractor shall stop work immediately, make the site safe and secure and leave the site as soon as reasonably possible.
  - g) Any material lying at site will not be removed without the prior written permission of Engineer In Charge.

## **24. 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 herein 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 whatsoever, in any way arising out of or relating to the contract, designs, drawings, specifications, estimates, instructions, orders, or to the conditions or otherwise concerning the work or regarding the execution or failure to execute the same whether arising during the progress of the work or after the completion thereof as described hereinafter 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 matters to which the contract relates and that in the course of his duties as an employee of the Board of the Government, he had expressed views on all or any of the matters in dispute or of difference.

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 this 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 this contract that only such questions and disputes as were raised during the progress of other 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 the 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 amount 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 Contractor.

(IX) The arbitrators from time to time, with the consent of both the parties, enlarge the time for making & publishing the award.

(X) Arbitration shall be conducted in accordance with the provisions of Indian Arbitration Act, 1996 or any statutory modifications or enactment thereof and rules made there under and for the time being in force shall apply to the arbitration proceeding 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 a contract that the arbitration shall be deemed to have been entered on the reference on the date he issues the first notice to both the parties calling them to submit the 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.

## **25. Indemnification:**

The Contractor shall indemnify, protect and defend at its own cost, Deendayal Port Authority and its agents & employees from & against any/all actions, claims, losses or damages arising out of

- a. any violation by the Contractor in course of its execution of the contract of any legal provisions or any right of third parties;
- b. Contractor's failure to exercise the skill and care required for satisfactory execution of the contract.

## **26. Engineer-in-Charge or his nominee's Decisions**

Except where otherwise specifically stated, the Engineer-in-Charge or his nominee will decide contractual matters between the employer and the Contractor in the role representing the employer.

## **27. Delegation**

The Engineer-in-Charge or his nominee may delegate any of the duties and responsibilities to other people after notifying the Contractor and may cancel any delegation after notifying the Contractor.

## **28. Communications**

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

## **29. Personnel:**

- 29.1 The Contractor shall employ the key personnel named in the Schedule of Key Personnel as referred to in the Contract Data to carry out the functions stated in the Schedule or other personnel approved by the Engineer-in-Charge. The Engineer-in-Charge will approve any proposed replacement of Key personnel only if their qualifications, abilities, and relevant experience

are substantially equal or better than those of the personnel listed in the Schedule.

- 29.2 If the Engineer-in-Charge asks the Contractor to remove a person who is a member of the Contractor's staff of his work force stating the reasons, the Contractor shall ensure that the person leaves the Site within seven days and has no further connections with the work in the Contract.

**30. Employer's Obligation:**

- (i) Electricity, water and land for execution of the work at site shall be provided on payment of applicable tariff of the employer subject to availability. If DPA is unable to provide electricity and water the same will be arranged by the contractor at his own cost.
- (ii) The employer will not provide Port Authority quarters, during the tenure of contract.
- (iii) Administrative support only, for obtaining clearance from any statutory authority, shall be provided by the employer.
- (iv) On successful completion of all the obligations under the contract and on the request of the Contractor, the employer shall issue a "Completion Certificate with the approval of the Chief Mechanical Engineer, the employer.

**31. Queries about the Technical Data**

The Engineer-in-Charge will clarify queries on the Technical Data.

**32. Approval by the Engineer-in-Charge or his nominee.**

The Contractor shall submit the makes of material, equipments, specifications and drawings for proposed Work to the Engineer-in-Charge, who is to approve them subject to compliance with the Technical specifications and drawings.

The Engineer-in-Charge or his nominee's approval shall not alter the Contractor's responsibility for the work.

All drawings prepared by the contractor for the work if any, are subject to prior approval by the Engineer In Charge or his nominee before procurement / execution.

**33. Discoveries**

Anything of historical or other interest or of significant value unexpectedly discovered on the site is the property of the employer. The contractor is to notify the employer or his nominee of such discoveries and carry out the instructions of employer or his nominee for dealing with them.

**34. Access to the site**

The contractor shall allow the Engineer in charge or his nominee and any person authorised by him access to the site to any place where work in connection with the contract is being carried out or is intended to be carried out and to any place where materials or plant are being manufactured, fabricated and/or assembled for the work.

**35. Instructions**

The contractor shall carry out all instructions of the engineer or his nominee which comply with applicable laws where the site is located.

**36. Safety**

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

**Quality Control**

**37. Identification of Defects**

The Engineer-in-Charge or his nominee shall check the work carried out by Contractor and notify the Defects found if any. The Engineer-in-Charge or his nominee may instruct the Contractor to rectify the Defect.

**38. Correction of Defects**

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

38.2 Every time notice of a Defect is given the Contractor shall correct the notified Defect within the length of time specified by the Engineer-in-Charge or his nominee's notice.

**39. Uncorrected Defects**

If the Contractor has not corrected a Defect within the time specified, the Engineer-in-Charge or his nominee will assess the cost of having the Defect corrected, and the Contractor will pay this amount.

**40. Employer's right of Rejection:**

The employer shall reserve the right to reject a part portion or consignment thereof within a reasonable time after actual delivery thereof at the place of destination, if consignment is not in all respects in conformity with terms & conditions of the contract whether on account of any loss, deterioration or damage before dispatch or delivery or during transit or otherwise whatsoever.

**41. Removal of Rejected goods:**

Rejected goods shall under all circumstances lay at the risk of the contractor from the moment of rejection and if such goods are not removed by the contractor within 21 days from the date of intimation from the Engineer-in-Charge. Engineer-in-Charge may either return to the contractor at the risk and cost of the contractor by such mode of transport as the Engineer-in-Charge may select or dispose off such material at the contractor's risk on his account and retain such portion of the sale proceeds as may be necessary to recover any expenses incurred in such disposals.

**42. Use of Contract Document:**

The Contractor shall not, without prior consent, make use of any document except for the purpose of performing this contract.

**43. Memorandum of Settlement:**



The Contractor shall not sign any memorandum of settlement with any agency such as Trade Unions etc. in any form at any level without the prior written permission of the employer in relation to any work under taken by him in the Port premises.

**44. Deviations:**

The bidder must read the tender document carefully and prepare the bid for submission. It is important to note that deviations, if any, must be brought out clearly in the technical offer, which shall be examined by Deendayal Port Authority. If the deviation statement submitted by the bidder does not contain any item, then it shall be construed that the bidder has accepted the same and no request from the Contractor, for any change, shall be accepted by DPA at a later stage. In any case, no change in specifications given in the tender agreement shall be permitted. However, only in unavoidable circumstances, Deendayal Port Authority may consider such requests from the Contractor, provided the Contractor submits it's request with adequate justification.

**45. Approvals:**

The Engineer-in-Charge shall give specific approval in writing within 7 Days to Contractor after written submission regarding Makes of Material to be used for the Contract and Drawings, if any to be furnished by the Contractor to Engineer-in-Charge for approval. Any corrections to be suggested by Engineer-in-Charge in drawings, the days taken for rectification in drawings shall be in account of the Contractor.

**46. Third Party Inspection:**

**(Modified as per Clause No. 3 under Special Conditions, Section-III)**

- i. The Third Party Inspection Agency shall be arranged by DPA and cost of Third Party Inspection mentioned below shall be borne by DPA.
- ii. The Third Party Inspection Agency will carry out approval of drawings if any, material inspection at manufacturer's works/site, dispatch clearance from manufacturer's work, certification for releasing stage payments as per payment terms of contract for all the material as per schedule/work till taken over by DPA.
- iii. The Third Party shall carry out inspection of work as per tender specification/relevant standard.
- iv. The above stage payment shall be released after certifying by the third party and copy of the same shall be produced by Contractor for releasing the stage payment as per **Payment Terms**.

**47. Bar Chart:**

The Contractor shall submit a bar chart, before signing the agreement, clearly indicating the plan for timely execution of the work. The bar chart must indicate the individual activities and commencement and completion dates of each activity. The bar chart shall be used for monitoring the progress of the work.

**48. Engagement of Labour:**

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

**49. Police verification of contract labour**

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

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

Contractor shall obtain such Police Clearance Certificate from Police available against a nominal fee per Certificate and they will submit this Certificate giving Work Order reference on it, to the Office of the Engineer In Charge of respective Divisions, to be forwarded to Commandant, CISF which our Security Department along with request for issuance of Entry Passes.

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

**a) Submission of Labour Reports by Every Fortnight:**

The contractor shall submit, by the 4<sup>th</sup> and 19<sup>th</sup> of every month, to the Engineer-in-Charge a true statement showing, in respect of the second half of the preceding month and the first half of the current month respectively.

1. The number of labourers employed by him on the work.
2. Their working hours.
3. The wages paid to them.
4. The accidents that occurred during the said fortnight showing the circumstances under which they happened and the extent of damage and injury caused by them, and
5. The number of female workers who have been allowed Maternity Benefit, according to clause 19 F and the amount paid to them, failing which, the Contractor shall be liable to pay to Government a sum not exceeding Rs. 200/- for each default or materially incorrect statement. The decision of the Engineer-in-Charge shall be final in deducting from any bill due to the contractor the amount levied as fine and be binding on the contractor.

**b) No Labour Below 14 Years:**

No labour below the age of 14 (fourteen) years shall be employed on the work.

**50. Registers to be maintained at site:**

**1. Site order Book:**

A site order book is to be maintained by the contractor at the site. The work orders and instructions written in the site order book shall be deemed to have been legally issued to the contractor shall sign each entry in the site order book as a token of his having seen the same. The site order book shall be property of the Board and shall be handed over to the Engineer-in-charge of the work in good condition on the completion of the work or whenever required by the Engineer-in-charge or his authorized representative.

## **2. Hindrance Register**

Every type of hindrance arising during the execution of work should be invariably recorded in the hindrance register. The Hindrance Register is to be maintained by the Engineer In Charge at the site. The contractor shall sign each entry in the hindrance Register as a token of his having seen the same. The Hindrance Register shall be property of the Board.

### **51. No damage, hindrance or interference to the Port activities:**

The contractor shall be required to execute the work in such a manner as not to cause any damage, hindrance or interference to the Port activities and the work going on in the area. The contractor shall have to make good the loss at his own cost and risk all damages caused by his workmen to Port property and no extra payment shall be made to him on that account.

### **52. Tools & Tackles:**

All the tools, tackles, bricks, cement, ladders etc. for executing the work will have to be arranged by the contractor at his own cost. Arrangement for storing the materials, tools etc. will also have to be made by him. The EMPLOYER shall not be responsible for any theft/loss of any materials, tools, etc. stored/brought by the contractor for execution of work within the Port area.

### **53. Hot work:**

In case of carrying out any hot work such as gas cutting and welding necessary regulations, prevailing at Deendayal Port Authority for such works shall be observed by the tenderer and necessary fire watch permit and No Objection Certificate shall be obtained from the concerned authorities of the port and necessary charges at the scale of rate prevailing in the port at that time shall be paid by the contractor.

### **54. Indian Dock Safety Regulations:**

Necessary Indian Dock Safety Regulations for the safety purpose shall be adhered to by the contractor and he will be held responsible for any violation of the same.

### **55. Valid Electrical Contractor License and Electrical Supervisor Certificate: (Not Applicable)**

The contractor shall have valid electrical contractor's licence for carrying out electrical work of nature involved in this tender obtained from the Commissioner of Electricity, Energy & Petrochemical Department, (Inspection wing), Block No.18, 6<sup>th</sup> floor, Sector No.II, Udyog Bhavan, Gandhinagar, Government of Gujarat without which the tender shall not be

accepted. Contractor shall submit certificate and copy of the licence in lieu of the same for consideration.

The contractor shall also have a valid Electrical Supervisor's certificate of competency, issued from the Commissioner of Electricity, Energy & Petrochemical Department, (Inspection wing), Block No.18, 6<sup>th</sup> floor, Sector No.II, Udyog Bhavan, Gandhinagar, Government of Gujarat or equivalent authority from the other states/central Govt., under whose supervision electrical work will be carried out.

**56. Action where no Specifications are specified:**

The work shall be carried out in all respects in accordance with the instructions and requirements of the Engineer-in- Charge.

**57. Undertaking by the Contractor:**

Having understood all the terms and conditions of the tender document and having assessed the site conditions, we hereby confirm that the price offered by us is a firm price and includes all the taxes (excluding GST), duties, fees, Cess etc. and all incidental charges.

**58. Labour License:**

The contractor will have to obtain License from Assistant Labour Commissioner (ALC), Goplapuri, Gandhidham (Kutch), in case he is engaging 10 or more workers on any day during execution of work.

**59. Fraudulent documentation by bidders:**

Submission of fraudulent documents shall be treated as major violation of the tender procedure and in such cases the Port shall resort to forfeiture of SD/BG of the bidder, apart from blacklisting the firm for the next 3 years.

**Signature & Seal  
of Contractor**

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

## **SECTION –III**

### **SPECIAL CONDITIONS**

**(These special conditions will supersede the General Condition and ITB wherever applicable)**

#### **1. Payment Terms (Cl. 7 of Section II is replaced as below):**

100 % payment will be released after successful completion & certification from TPIA, Labor Reports and other compliances as per accepted tender document.

##### **a. Taxes:**

**GST Clause:** The contractor shall quote the price exclusive of GST. The contractor shall quote prevailing GST rate separately, which shall be reimburse by DPA after ascertaining necessary compliance as per Goods & Service Tax Act, 2017.

All other duties, taxes, cesses applicable if any, shall be borne by the contractor.

**Deduction of Income-Tax:** Income-Tax deductions & surcharge and GST + TDS under GST Act as applicable thereon shall be made good while making payments due to the contractor for carrying out the work and only net amount shall be paid as directed by the Central Board of Direct Taxes, Ministry of Finance, Government of India.

**Tax:** The rates quoted by the contractor shall be deemed to be inclusive of the taxes, duties etc. (except GST) which the contractor will have to pay for the performance of this contract. The employer will perform such duties in regard to the deduction of such taxes at sources as per applicable law.

**Deduction:**

Deduction of taxes / income tax at source shall be made from the any bill of the Contractor in accordance with the prevailing rules of Govt.

While performing under the contract, the damages caused by the Contractor or his workers to any of the Port property shall be promptly made good by the Contractor at his own cost. In case the Contractor fails to repair/replace the damage, Deendayal Port Authority shall have the right to take steps to make good the damages and all the cost on this account shall be recovered from the bills of the Contractor or any money due to the Contractor from this contract or any other contract or any other transaction. In determination of the damage, the opinion of the Engineer-In-charge (EIC) shall be conclusive.

Any dues arising out of failure on the part of the Contractor to carry out any obligation under the contract shall be deducted from the bills of the Contractor or from any money due to the Contractor from this contract or any other contract.

**2. Insurance (Cl. 7 of Section II is replaced as below):**

The Contractor is solely responsible for insurance cover for their manpower against Personal injury or death, during execution of the complete work.

**3. Third Party Inspection (Cl. 46 of Section II is replaced as below):**

The Third Party Inspection Agency shall be arranged by DPT after completion of requisite work and cost of Third Party Inspection shall be borne by DPT. The scope of work of TPIA shall be in accordance to the scope of work of contractor.

**4. Idle Charges:**

All efforts shall be made for timely supply of materials and / or equipment where it is included in the scope of Deendayal Port. However, the Contractor shall not be entitled to any idle charges for delay in supply of materials and / or equipment by the Port Authority. Further, in case of any delay due to stoppage of work ordered by the Port Authority to avoid interruption in other important activities of Port Authority or any other reason, the Contractor shall not claim any idle charges.

5. Cl. 10.2 28 (a) of Section I & Cl. 55 of Section II are Note applicable.

**Signature & Seal  
of Contractor**

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

## SECTION IV

### FORMS OF BID

#### Part – I

#### To be submitted by Bidders with their Bids

NOS. OF FOMAT	NAME OF FORMS/FORMAT
1	Form of application
2	Pre-qualification of bidders
3	Format for declaration
4	Letter of authority for submission of bid
5	Exceptions & Deviations

#### Part – II

#### To be used by successful Bidder

NOS. OF FORMAT	NAME OF FORMS/FORMAT
6	Letter of intent
7	Agreement form
8	Specimen bank guarantee of Performance Guarantee / Security Deposit
9	Letter of authority from bank for all BGs
10	Format of Extensions (Part – I)
11	Format of Extension (Part-II)

**Form -1**

**SPECIMEN OF APPLICATION**  
(To be executed on bidder's letter head)

To

The EXECUTIVE ENGINEER (M)

Deendayal Port Authority

(Address \_\_\_\_\_)

\_\_\_\_\_

Pin Code: \_\_\_\_\_

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 **(insert No.)**
- (c) our tender shall be valid for the period of 120 days, from the date fixed for the tender submission deadline and it shall remain binding upon us and may be accepted at any time before the expiration of that period or any extended period.
- (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 / 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.

(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.

I. We understand that you are not bound to accept the lowest evaluated tender or any other tender or you can also split the work that you may receive.

II. We also make a specific note clause 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)

### Specimen format for 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 Tenderer.

#### 1. Only for individual bidders

- 1.1 Constitution of 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

Description	Year	Turn over
(insert the year as per PQC) i.e. last three financial years ending 31st march of the previous year	2019-20	
	2020-21	
	2021-22	

Attachment: financial reports for the last three years: balance sheet, profit and loss statements, auditor's reports (in case of companies/corporation) etc. List them below and attach copies.

Attested Copy of Annual Turnover during Last Three Year Ending on **March 20**\_\_.

#### 3. Similar works

Particulars	Year	No. of Woks	Value
Total value of completed similar work as defined in the tender document during last 7 years ending last day of the month previous to the one in which NIT is invited.	2015-16		
	2016-17		
	2017-18		
	2018-19		
	2019-20		
	2020-21		
	2021-22		

Attachments: Supporting documents, viz., Successful completion certificate from clients, other documentations to substantiate the similarity of work as per definition of "Similar Work". Employer reserves the right to verify the information:

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

1. Existing commitments and on-going works.

Description of work	Place & State	Contract No. & Date	Name & Address of Port or Dept.	Value of Contract in Rs.	Stipulated Period of Completion	Value of remaining to be completed	Anticipated date of completion
1	2	3	4	5	6	7	8

2. Works for which bids already submitted

Description of work	Place & State	Name & Address of Port or Dept.	Value of Contract in Rs.	Stipulated Period of Completion	Date when decision is expected	Remarks if any
1	2	3	4	5	6	7

Attach attested certificates.

#### 5. Information on litigation history in which the bidder is involved.

Other party (ies)	Port	Cause of dispute	Amount	Remark involved showing present status.

#### 6. 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)

**Tendering Forms****Form-3****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 opening of Price bid of the 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 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 documents and supplementary information required for the pre-qualification evaluation.
- (e) We also state that no changes have been made by us in the downloaded tender formats and understand that in the event of any discrepancies observed, the tender hoisted on website of n-procure is full and final for all legal/contractual obligations.
- (f) We also declare that, our firm has not been banned / de-listed by any government or PSUs.
- (f) We also give an undertaking that, we 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.

Date: \_\_\_\_\_

Place: \_\_\_\_\_

Name of  
Applicant: \_\_\_\_\_  
Represented by  
(Name & capacity) \_\_\_\_\_

**Form-4****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 {copy of board resolution attached (in case of company)} for tender no. ----- for the work of \_\_\_\_\_ 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:

**Form-5****EXCEPTIONS AND DEVIATIONS**

As pointed out in the Tender Call Notice, Bidder may stipulate here exceptions and deviations to the bid conditions, if considered unavoidable.

<b>Sr. No.</b>	<b>Page No. of Bid Document</b>	<b>Clause No. of Bid Document</b>	<b>Subject Deviation</b>

Note: however, the Bidders may note that unacceptable deviations, if any, the bid shall be liable for rejection. Bidder is discouraged to deviate from bid conditions, specifications, delivery schedules, and commercial terms as per the tender document.

Duly authorized to sign this authorization on behalf of: [insert complete name of Tenderer]

Date on \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ [insert date of signing]

**Form-6****LETTER OF INTENT FORMAT**

No: \_\_\_\_\_

Date: \_\_\_\_\_

To \_\_\_\_\_

(Name and Address of the Contractor)

Sub: Tender No. \_\_\_\_\_

(Name of Work)

Ref : Your bid dated

And (list the correspondence with the Bidder)

Dear Sirs,

With reference to your above offer and subsequent correspondences on the subject, we are pleased to inform you that your offer has been accepted by the competent authority and you are hereby requested to initiate actions for fulfilment of all necessary formalities, as indicated in the tender document for the above said work, at the earliest.

The Engineer-In-Charge for this work shall be Mr.\_\_\_\_\_.

Agreed Schedule date of commencement of the work is \_\_\_\_\_ and Schedule date of completion of the work is \_\_\_\_\_. Total Contract Price is Rs.\_\_\_\_\_.

You are requested to sign the Agreement and fulfil other formalities as per the Tender conditions.

**Yours Faithfully,**

**(Signature of the controlling Officer)**  
**CHIEF MECHANICAL ENGINEER**  
**DEENDAYAL PORT AUTHORITY**

**Form-7****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 agreement made of this \_\_\_\_\_ day of \_\_\_\_\_ Two Thousand between the Board of Deendayal Port Authority of Kandla a body corporate under Major Port Authority Act, 2021 have its Administration Office Building at Gandhidham ( Kutch) (hereinafter called the 'Board' which expression shall unless excluded by or repugnant to the context , be deemed to include their successors in office ) of the one part and \_\_\_\_\_ (Name and address of all the partners if a partnership with all their address ) hereinafter called the 'Contractor' which expression shall unless excluded by or repugnant to the context be deemed to include his / their heirs, executors , administration , representatives and assignees or successors in office of the other part.

WHEREAS the Board is desirous to carrying out the work of \_\_\_\_\_ And whereas the Contractor has offered to execute and complete such work.

WHEREAS the Contractor has agreed to deposit the security deposit @ 3% of contract price amounting to Rs. \_\_\_\_\_ in form of BG / DD to be treated as SD for the due fulfillment of all the conditions of the contract.

NOW THIS AGREEMENT WITHINESS AS FOLLOWS:-

1. In this agreement words and expression shall have the same meaning as are respectively assigned to them in the general condition (including special conditions, if any) of contract hereinafter referred to.
2. The following documents shall be deemed to form and read as construed part of this agreement viz. :
  - i) Notice inviting tender.
  - ii) Technical specifications.
  - iii) Special conditions of contract.
  - iv) Tender submitted by the Contractor.
  - v) The Board's "Drawing".
  - vi) The schedule items of work with quantities and rates.



- vii) Any correspondence made between the Executive Engineer (E) and the Contractor after opening of the cover-I—as regards to contain clarifications/details called for vice versa.
- viii) Common terms and conditions offered to Contractor and their acceptance including confirmation to withdrawal of their own terms and conditions offered with the tender i.e 'Cover-I'.
- ix) Bank Guarantee for security deposit.

3. The Contractor hereby covenants with the Board to complete the work of \_\_\_\_\_ in conformity in all respects , with the provisions of the contract.

4. The Board hereby covenants to pay the Contractor in consideration of such completion of the works, the contact price of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only ) at the time and in the manner prescribed of the contract.

IN WITNESS WHERE of the parties here unto have set their hands and seals the day and year first above written signed and sealed by the Contractor in the presence of:-

Witness

1. Name & Address \_\_\_\_\_ Signature of Contractor  
Seal

2. Name & Address \_\_\_\_\_  
Seal

Signed, sealed and delivered by Shri \_\_\_\_\_ on behalf of the Board in presence of

1. \_\_\_\_\_

2. \_\_\_\_\_ (Chief Mechanical Engineer)  
Deendayal Port Authority

The common seal of the Board of Trustees of the Port of Deendayal affixed in the presence of:

1. \_\_\_\_\_  
2. \_\_\_\_\_

Secretary  
Deendayal Port Authority

**Form-8**

**SPECIMEN BANK GUARANTEE TOWARDS PERFORMANCE**  
**GUARANTEE/SECURITY DEPOSIT**

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

To,  
 The Board of Trustees of Deendayal Port of Kandla,  
 Deendayal Port Authority  
 A.O. Building, P.O. Box No.50,  
Gandhidham-Kutch.

1. In consideration of the Board of Trustees of the Port of [insert name of port] incorporated by the Major Port Trusts Act, 1963 as amended by Major Port Trust (Amendment) Act 1974 (hereinafter called "The Board" which expression shall unless excluded by or repugnant to the context or meaning thereof be deemed to include the Board of Trustees of the port of [insert name of port], its successors and assigns) having agreed to exempt \_\_\_\_\_ (hereinafter called the "contractor") (Name of the contractor/s) from the demand under the terms and condition of the contract, vide \_\_\_\_\_ (Name of the Department)'s letter No. \_\_\_\_\_ Date \_\_\_\_\_ made between the contractors and the Board for execution of \_\_\_\_\_ covered under Tender No. \_\_\_\_\_ dated \_\_\_\_\_ (hereinafter called "the said contract") for the payment of Security Deposit in cash or Lodgment of Government Promissory Loan Notes for the due fulfillment by the said contractors of the terms and condition of the said contract, on production of a bank Guarantee for Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_) only we, the (Name of the Bank and Address) \_\_\_\_\_ 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 by the Board by reason of any breach by the contractors of any of the terms and conditions of the said contract.

2. We, \_\_\_\_\_ (Name of Bank) (Name of Branch), do hereby Undertake to pay the amount due and payable under this guarantee without any demur merely on a demand from the Board starting that the amount claimed is due by way of loss or damage caused to or which would be caused to or suffered by the Board by reason of the 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, \_\_\_\_\_ (Name of Bank and Branch), undertake to pay to the Board any money so demanded notwithstanding any dispute or disputes raised by the contractor(s) in any suit or proceeding pending before any Court or Tribunal relating thereto our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be a valid discharge of our liability for payment there under and the Contractor(s) shall have no claim against us for making such payment.

4. We, \_\_\_\_\_ (Name of Bank and Branch), further agree with the Board that the 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 at 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, \_\_\_\_\_ (Name of Bank and Branch), further agree with the Board that the 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)."

- 10. (i) Name of Beneficiary's Bank is State Bank of India, Gandhidham.
- (ii) IFSC No. of Beneficiary's Bank is SBIN0060239.
- (iii) Bank Account No. of Beneficiary is 10316591671.

Date \_\_\_\_\_ day of \_\_\_\_\_ 20

For (Name of Bank)  
(Name)  
Signature

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

(To be executed on Bank's Letter Head)

Date:

To,  
The Board of Trustees of Port [insert port],

Dear Sir,

Sub: Our Bank Guarantee No. \_\_\_\_\_  
 dated \_\_\_\_\_ for Rs. \_\_\_\_\_ favoring yourselves  
 issued on a/c of \_\_\_\_\_

M/s. \_\_\_\_\_  
 (Name of contractor)

.....

We confirm having issued the above mentioned guarantee favouring yourselves, issued on account of M/s. \_\_\_\_\_ validity for expiry up to date \_\_\_\_\_ and claim expiry date up to \_\_\_\_\_. We also confirm 1) \_\_\_\_\_ 2) \_\_\_\_\_ is/are empowered to sign such Bank Guarantee on behalf of the Bank and his/their signatures is/are binding on the Bank.

Name of signature of Bank Officer

**Deendayal Port Authority**  
**Form of application by the Contractor for seeking**  
**extension of time**

**Part – 1**

1. Name of Contractor
2. Name of work as given in the agreement
3. Agreement No.
4. Estimated amount put to tender
5. Date of commencement of work as per agreement
6. Period allowed for completion of work as per agreement
7. Date of completion stipulated in agreement
8. Period for which extension of time has been given previously:
 

(a) 1 <sup>st</sup> extension vide EE's No.	Dated	Month	Days
(b) 2 <sup>nd</sup> extension vide EE's No.	Dated	Month	Days
(c) 3 <sup>rd</sup> extension vide EE's No.	Dated	Month	Days
(d) 4 <sup>th</sup> extension vide EE's No.	Dated	Month	Days

 Total extension previously given.
9. Reasons for which extensions have been previously given (Copies of the previous application should be attached)
10. Period for which extension is applied for
11. Hindrance on account of which extension is applied for with dates on which hindrances occurred and the period for which these are likely to last.
  - a) Serial No.
  - b) Nature of hindrance
  - c) Date of Occurrence
  - d) Period for which it is likely to last
  - e) Period for which extension required for this particular hindrance
  - f) Overlapping period if any, with reference to item.....
  - g) Net extension applied for
  - h) Remarks, if any.
 Total period on account of hindrance mentioned above.....  
 Month.....Days
12. Extension of time required for extra work
13. Details of extra work and amount involved:
  - (a) Total value of extra work
  - (b) Proportionate period of extension of time based on estimated amount put to tender on account of extra work.
14. Total extension of time required for 11 & 12

Submitted to the Sub-Divisional Officer.....

**Signature of Contractor**  
**Dated:**

**DEENDAYAL PORT AUTHORITY**  
**APPLICATION FOR EXTENSION OF TIME**

**PART II**

**(To be filled in by the Sub-Divisional Office)**

1. Date of receipt of application from ..... Contractor for the work of..... in the Sub-Divisional Office.
2. Acknowledgement issued by S.D.O. vide his No.....dated
3. Remarks of S.D.O.  
 (on the reasons given by the contractor are correct and what extension, if any, is recommended by him. If he has not recommended the extension, reasons for rejections should be given.)

Signature of Divisional Officer  
 Dated:

**(To be filled in by the Executive Engineer)**

1. Date of receipt in the Divisional Office.
2. Executive Engineer's remarks regarding hindrances mentioned by the Contractor.
  - (1) Serial No.
  - (2) Nature of hindrance
  - (3) Date of occurrence
  - (4) Period for which hindrance is likely to last
  - (5) Extension of time applied for by the contractor
  - (6) Overlapping period, if any, giving reference to items which overlap.
  - (7) Net period for which extension is recommended
  - (8) Remarks as to why the hindrance occurred and justification for extension recommended.
3. Executive Engineer's recommendations:  
 (The present progress of the work should be stated and whether the work is likely to be completed by the date up to which extension has been applied for. If extension of time is not recommended, what compensation is proposed to be levied under clause 2 of the agreement?)

Signature of Executive Engineer  
 Date

Dy. HOD/SE's recommendations

Signature of Dy. HOD  
 Date

HOD's recommendations/approval.

Signature of Chief Mechanical Engineer  
 Date

## **Section V**

### **Scope of Work & Technical Specifications**

- 1) Bidders are encouraged to visit the site to get the exact understanding of proposed work. In case of any discrepancy at execution or later stage, decision of EIC will be treated as final.
- 2) In case of requirement other than the existing hand operated manual crane, Party has to arrange their own chain pulley block, wire rope, shackle, mobile equipments for lifting and shifting of materials etc. to perform the requisite work.
- 3) For execution of the installation work, transport of manpower & materials will be done by party. The cost of handling, transportation will be borne by Party. No transportation, accommodation shall be provided by DPA.
- 4) In case of any damage to the installing system or any component / spare thereof; contractor will solely responsible for the damage. In such case, the damaged part / component / spare etc. contractor shall replace the same free of cost.
- 5) During the execution of installation work any mechanical fastening spare / electrical spares needed will be arranged and supplied by party free of cost.
- 6) After completion of the work the contractor is required to clear the work site.
- 7) The contractor will provide personnel protection equipments to its employees.
- 8) Any damage to the Port property by the staff deputed by contractor and / or injury to any personnel of contractor during the contract period shall be the responsibility of the contractor and cost of damage / loss shall be recovered from the contractor.
- 9) The whole of the work and materials comprised in this contract in all stages shall be made accessible for inspection and testing by the authorized representative of the Employer.
- 10) The contractor shall supply all machinery, appliance, materials and Labour for tests / trials at his cost.
- 11) All required instruments and tools including lapping plates, nut bolts, consumables – Gas, welding electrodes, gaskets etc. shall be supplied by the contractor.
- 11) Time period for completion of work from issuance of Work Order will be 60 days, excluding hindrance due to not availability of site at Oil Jetty area, Deendayal Port (to be approved by EIC).

- 12) In case of carrying out any hot work such as gas cutting and welding necessary regulations, prevailing at Deendayal Port Authority for such works shall be observed by the contractor and necessary fire watch permit and No Objection Certificate shall be issued by DPA at free of cost.
- 13) The Contractor shall, within 24 hours of the occurrence of any accident, at or about the work site or in connection with execution of the contract, report such accidents to the Engineer-In-Charge giving all the details in writing. He shall also provide additional information about the accident as requested by the EIC.
- 14) EIC reserves the right to cancel the tender without assigning any reasons and also increase / decrease the quantum of work & accordingly payment as per BOQ will be released.
- 15) FORCE MAJERE: This shall be restricted to acts of GOD only.
- 16) The contractor will follow all labor laws.
- 17) All the rules and regulation governing DPA will be applicable.

**Seal & Signature  
of Contractor**

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



## SECTION VI

### Bill of Quantities (BOQ)

**Name of Work:** Repair and painting work of Fire fighting accessories at Oil Jetty no. 1, 2 & 4, Deendayal Port

Sr.	Description of work & Location	Qty.	Unit	Rate	Amount
For Oil Jetty No. 1, Deendayal Port					
1	Supply & installation of new Gate v/v (waste v/v) 12" dia. 1 no.	1	No.		
2	Engine radiator repair 4' x 5' - cleaning, servicing, soldering & testing	1	job		
3	replacement of all fuel pipes and hoses in Engine Cummins 1710 V type	1	job		
4	Repair work of Engine Turbo charger	1	job		
5	Painting of 18 mtr. (12" dia) pipe lines, 03 nos. pumps, 06 nos. valves - chipping, scraping, painting with primer coat and 2 coats of final enamel paint in pump room area.	1	job		
For Oil Jetty No. 2, Deendayal Port					
1	Compressor reservoir tank - chipping, scrapping, cleaning and painting with primer coat and 2 coats of final enamel paint.	2	job		
2	Diesel tanks - chipping, scrapping, cleaning and painting with primer coat and 2 coats of final enamel paint	2	job		
3	Cummins 1710 V type Engines - scrapping, cleaning and painting with primer coat and 2 coats of final enamel paint	2	job		
4	Painting of 34 mtr. (12" dia) pipe lines, 02 nos. main fire fighting pumps, 02 nos. Jockey pumps, 03 nos. valves - chipping, scraping painting with primer coat and 2 coats of final enamel paint in pump room.	1	job		
5	Engine radiator repair 4' x 5' - cleaning, servicing, soldering & testing	1	job		
6	Foam line of 07 mtr - scrapping, cleaning and painting with primer coat and 2 coats of final enamel color painting.	1	job		
7	Airline of 07 mtr - scrapping, cleaning and painting with primer coat and 2 coats of final enamel paint.	2	job		
8	replacement of all fuel pipes and hoses in Engine Cummins 1710 V type	1	job		
For Oil Jetty No. 4, Deendayal Port					
1	Painting of 12 mtr. pipe lines (12" dia), 03 nos. main fire fighting pumps, 02 nos. Jockey pumps, 04 nos. valves chipping, scraping painting with primer coat and 2 coats of final enamel paint in pump room.	1	job		
2	Cummins 1710 V model Engines - scrapping, cleaning and painting with primer coat and 2 coats of final enamel paint.	2	job		
3	Engine Cummins 1710 V type all fuel pipes, hoses to be replaced	1	job		
4	Foam line of 07 mtr - scrapping, cleaning and painting with primer coat and 2 coats of final enamel color painting.	1	job		
Total Amount (excl. GST)					

[Total Amount (in Rupees) \_\_\_\_\_ Only]

GST Charges shall be extra.

*Signature of Firm with seal*

Executive Engineer (M)  
Deendayal Port Authority

Place : \_\_\_\_\_

Date: \_\_\_\_\_

**Section VII**

**Drawings**

**-----Not applicable-----**

**Seal & Signature  
of Contractor  
Authority**

**Executive Engineer (M)  
Deendayal Port**