
DEENDAYAL PORT AUTHORITY



Tender No.: MS/WK/4060
Mechanical Engineering Department

"Engaging Third Party Inspection agency for the various Mechanical works of Mech. Engg. Deptt. for a period of five years."

PORT OFFICE

Deendayal Port Authority
CME Liaison Office
1st Floor A.O Building
Gandhidham – 370210
Kutch – Gujarat
Email: - mechprojects.dpt@gmail.com
cmedpt@gmail.com

Phone: + 91-2836-270484, 220636
Fax: + 91-2836-220636

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Bid Reference No. MS/WK/4060

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DEENDAYAL PORT AUTHORITY

TENDER NOTICE NO.

MS/WK/4060

Superintending Engineer (M), DPA, New Kandla, Tel. No. 02836- 270484 invites tender in Online e- tendering system for the work of " Engaging Third Party Inspection agency for the various Mechanical works of Mech. Engg. Deptt. for a period of five years." at the estimated cost of Rs. 48,15,900.00. Tender Fees Rs. 11,800/- (incl. of GST) and EMD: Rs. 48,159.00/- (Rupees Forty-Eight Thousand One Hundred Fifty Nine only). The bidders having registration with MSME /NSIC are exempted from payment of Tender fee & EMD. The last date of downloading: 21.02.2023 up to 14:00 hrs. Last date and time of submission of E-tender only on website <https://kpt.nprocure.com> 21.02.2023 up to 14:30 Hrs. Date and time for opening of e-tender: 21.02.2023 at 15.00 hrs. Tender shall be downloaded from web site: <https://kpt.nprocure.com> and also available on <http://www.deendayalport.gov.in>

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

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

Notice Inviting Online Tender

Details about tender:

Department Name	Mechanical Engineering Department
Circle/ Division	Circle Division, Deendayal Port Authority
Tender Notice No.	MS/WK/4060
Name of work	"Engaging Third Party Inspection agency for the various Mechanical works of Mech. Engg. Deptt. for a period of five years."
Estimated Contract Value (INR)	Rs. 48,15,900/-
Period of Completion	The contract period for TPIA shall be for 60 months from the date of award of work or exhaustion of total number of visits in BOQ, whichever is later.
Bidding Type	Open
Bid Call (Nos.)	1st
Tender Currency Type	Single Currency
Tender Currency Settings	Indian Rupee (INR)
Joint Venture	Not Applicable
Rebate	Not applicable
Bid Document Fee:	Rs. 10000 + GST (18%) = Rs. 11,800/- (In case of Micro and Small Enterprise (MSEs) holding valid certificate issued by any agencies/organization under The Ministry of Micro, Small and Medium Enterprises indicating the list of activity related to the subject tender as per National Industrial Classification - 2008 mentioned in the Group Nos. 711,712, and 749, only shall become eligible for exemption from payment of tender fee/EMD. Such bidder shall upload the scanned copy of valid certificate.)
Bid Doc Fee Payable to	Deendayal Port Authority, Gandhidham
Bid Security/ EMD (INR) :	Rs. 48,159.00/- (Rupees Forty Eight Thousand One Hundred Fifty Nine only)
Bid Security/ EMD (INR) In Favour Of :	Deendayal Port Authority, Gandhidham
Bid Document Downloading Start Date	<u>28.01.2023 from 1600 hrs.</u>
Bid Document Downloading End Date	<u>21.02.2023 upto 1400 hrs.</u>
Pre-Bid Meeting	<u>Not Applicable</u>
Date & Place of Pre Bid Meeting	<u>Not Applicable</u>
Last Date & Time for Online submission of Bids	<u>21.02.2023 up to 1430 hrs.</u>

Bid Validity Period	120 Days
Condition	(Demand Draft/Banker's Cheque/Pay order for Tender Fee & EMD shall be submitted in Electronic Format through on line (by scanning) while uploading the bid (In case of Micro and Small Enterprise (MSEs) holding valid certificate issued by any agencies/organization under The Ministry of Micro, Small and Medium Enterprises indicating the list of activity related to the subject tender as per National Industrial Classification -2008 mentioned in the Group Nos. 711,712, and 749, 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. Accordingly, offer of those bidders shall only be opened whose TenderFee and Bid security i.e. EMD is received Electronically in the preliminary bid. However, for the purpose of realization, bidder shall send the same in original to SE(M) at the time of tender opening or send the same by hand/courier/RPAD/Speed post so as to reach the SE(M), Deendayal Port Authority, A.O. Building, within 07 days from the last date of opening without fail.
Remarks	Submission of tender fees & Bid security i.e. EMD and other documents in physical format during office hours within seven (7) days from the date of opening of tender by hand/courier/RPAD/Speed post in the office of CME, 1st floor, CME Liaison office, A.O. Building, Gandhidham (Kutch) – 370 201. Phone No.: 02836-220636/ 270484.
Preliminary Bid Stage Bid Opening Date	Technical Bid will be opened <u>on 21.02.2023 @ 1500 hrs.</u> The date of opening of price bid shall be notified after scrutiny and evaluation of Technical Bid.
Documents required to be submitted by scanning through online	<p>a. Tender fee of Rs. 11800/- & EMD of Rs. 48,159.00/- in the form of DD/BC/PO. (In case of Micro and Small Enterprise (MSEs) holding valid certificate issued by any agencies/organization under The Ministry of Micro, Small and Medium Enterprises indicating the list of activity related to the subject tender as per National Industrial Classification -2008 mentioned in the Group Nos. 711,712, and 749, only shall become eligible for exemption from payment of tender fee/EMD. Such bidder shall upload the scanned copy of valid certificate.)</p> <p>b. Documents required under clause no. 2.2 of Section-III. For the purpose of realization, the bidder shall send the all above documents in original/attested copies to SE(M), DPA Within 7 days from the last date of opening of preliminary bid through post or by hand, without fail.</p>
Officer Inviting Bids	Superintending Engineer (M)

Bid Opening Authority	Superintending Engineer (M)
Address	Superintending Engineer (M) Deendayal Port Authority CME Liaison Office 1 st Floor A.O Building Gandhidham – 370210 Kutch – Gujarat
Contact	Phone: + 91-2836-220636 Fax: + 91-2836-270184 Email: mechprojects.dpt@gmail.com cmedpt@gmail.com Contact Nos.: 7008451510/ 9377201085
Pre-Qualification Criteria for eligible bidders.	<p>The Tenderer shall fulfill the following pre-qualification criteria: -</p> <p>A. Financial Eligibility: Average Annual financial turnover during the last 3 years, ending 31st March of previous financial year, should be at least Rs. 14.45 Lakhs certified by chartered accountant.</p> <p>B. Technical Eligibility:</p> <p>Experience of having successfully completed similar works during last 7 years ending last day of the month previous to the one in which applications are invited should be either of the following: -</p> <ul style="list-style-type: none"> i) Three similar completed works, each costing not less than the amount equal to Rs. 19.26 Lakhs, or, ii) Two similar completed works, each costing not less than the amount equal to Rs. 24.08 Lakhs, or, iii) One similar completed work costing not less than the amount equal to Rs. 38.53 Lakhs. <p>“Similar Works” means, Experience in third party inspection of any Mechanical works in any Govt. / Semi Govt. / PSU / Pvt. reputed Ports.</p> <p>C. NABL Accreditation: The bidder shall have a valid NABL ISO/ IEC Accreditation certificate for Testing/ Inspection, for bidding in the tender.</p>

Note:

- (1) In case the similar work has been executed for any private body, the bidder will be required to 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.

NOTE:

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

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

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

Contact Details:

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

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

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

E-mail:nprocure@gnvfc.net

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

Superintending Engineer (M)
Deendayal Port Authority

Section – I
Instruction to Bidders

A. GENERAL

1. Scope of Bid

- 1.1 The Supdt. 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 as mentioned 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- Form – 1 to 5 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 fulfillment 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 fulfill the following pre-qualification criteria: -

Sr. No.	Pre-Qualifying Criteria	Supporting Documents
<u>FINANCIAL QUALIFICATION</u>		
1	Average Annual financial turnover during the last 3 years, ending 31 st March of the previous financial year, should be at least Rs. 14.45 Lakhs certified by chartered accountant.	Turnover Certificate issued by the Chartered Accountant.
Sr. No.	Qualifying Criteria	Supporting Documents
<u>TECHNICAL QUALIFICATION</u>		
2	Experience of having successfully completed similar works during last 7 years ending last day of the 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. 19.26 lakhs, or, ii) Two similar completed works, each costing not less than the amount equal to Rs. 24.08 lakhs, or, iii) One similar completed work costing not less than the amount equal to Rs. 38.53 lakhs	A copy of the completion certificate in respect of the successfully completed similar work. The completion certificate should invariably mention the reference no. of work order, the date of completion and amount of work done. A copy of the work order should also be submitted for which the bidder is submitting completion certificate.
3	"Similar Works" definition	"Similar Works" means, 'Experience in third party inspection of any Mechanical works in any Govt./Semi Govt./ PSU/Pvt. reputed Ports.
4	NABL Accreditation	The bidder shall have a valid NABL ISO/ IEC Accreditation certificate for Testing/ Inspection, for bidding in the tender.
<p>Note:</p> <p>(i) In case the similar work has been executed for any private body, the bidder will be required to 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>		

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 31st March of the previous financial year.
- e. Duly filled Forms mentioned in Section – IV – From 1 to 6.
- f. PAN, Registration with GST, Provident Fund Authorities.
- g. EMD in form of Demand draft/Banker's cheque/Pay Order from Nationalized/Scheduled bank.
- h. Tender fee in form of Demand draft/Banker's cheque/Pay Order from Nationalized /Scheduled bank.
- i. Information regarding any litigation, current or during the last five years, in which the Bidder is involved, the parties concerned, and disputed amount.
- j. A certificate by the bidder that they have not been banned / black listed by any govt. Agency.
- k. Power of attorney (dully accompanied by resolution of Board in case of company).
- l. Qualifications and experience of key site management and technical personnel proposed for the contract.
- m. 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 **(Not Applicable)**.
- n. The completion certification should invariably mention the reference no. of work order, the date of completion and amount of work done.
- o. The copy of the work order should also be submitted for which the bidder is submitting completion certificate.
- p. In case the similar work has been executed for any private body, the bidder will be required to 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
- q. Bidders should give an undertaking letter duly stating 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.
- r. Bidders should give an undertaking that they will comply to the specifications of the work including terms and conditions in total without any deviation.
- s. At the time of submission of tender document, the bidder shall give an undertaking that no changes have been made in the document.

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 cause all the proposals with the Bidder's participation to be disqualified from the bidding for any contract with DPA for a period of 03 years, the bidder can be disqualified.

6. Joint Venture (-Not Applicable as per Clause No. 12 of Section-III-)

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 thereafter (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 contractors with at least 26% equity holding each shall be allowed to jointly meet the eligibility 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 in the below and addenda issued in accordance with clause-9:

Bid Reference No. MS/WK/4060

- **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**
- **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> and www.deendayalport.gov.in.

10.2 Pre-Bid meeting (-Not Applicable-)

- 1) The bidder or his official representative may attend pre-bid meeting to be held at Chamber of CME on xx.xx.2023 at 1500 hrs. 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. The bidders shall submit their queries in the tender on or before the pre-bid meeting date.
- 2) The purpose of the meeting will be to clarify issues related to work and tender conditions.
- 3) Pre – Bid clarifications will be uploaded in <https://kpt.nprocure.com> or www.deendayalport.gov.in website without disclosing source of enquiry.
- 4) Non-attendance at the pre-bid meeting will not be a cause for disqualification of a bidder.
- 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.
- 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) Preliminary Bid:

- (i) E.M.D. Fees and Tender Fees

B) Technical Bid:

- (i) Qualification information in accordance to clause of **Eligibility Criteria** shall be

submitted.

C) 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 should remain firm till completion of work. Applicable GST on the taxable value of supply of Goods or Services or both covered in this tender/contract will be paid by Port on production of bill mentioning GSTIN. Applicable Statutory recoveries including TDS under Income Tax, TDS under GST acts will be deducted/ recovered while accounting for or making payments to the contractor as per the applicable laws.

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 no penal action will be taken against the bidder.
- 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. The tender shall be accompanied by Earnest Money Deposit of Rs. 48,159.00/- (Rupees Forty-Eight Thousand One Hundred Fifty-Nine only) 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, payable at Gandhidham.

In case of Micro and Small Enterprise (MSEs) holding valid certificate issued by any agencies/organization under The Ministry of Micro, Small and Medium Enterprises indicating the list of activity related to the subject tender as per National Industrial Classification -2008 mentioned in the Group Nos. 711,712, and 749, only shall become eligible for exemption from payment of tender fee/EMD. Such bidders shall upload the scanned copy of valid certificate. **It may be noted that exemption certificate issued by any other authority will not be entertained.**

In this regard, the bidder is required to upload the valid Government Purchase Enlistment Certificate issued by any agencies/organization under the Ministry of MSME Govt. of India /NSIC. The duly notarized copy of the said certificate should also reach to the office of Supdt. Engineer (M) as required under clause no. 20 of Section-I.

(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 11*) 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 Performance 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 if

- (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 arithmetic errors;
- (iii) The successful Bidder fails within the specified time limit to
 - a) sign the Agreement or
 - b) furnish the required performance Guarantee
- (iv) the bidder submits more than one bid

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

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- 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 into account in preparing their bids, the Employer shall extend as necessary the deadline for 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 Info tower,
Bodakdev, Ahmedabad.
Tel. 91 79 26857316/17/18
Fax: 91 79 26857321
Mobile: 9327084190 / 9898589652.
E-mail: 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 Supdt. Engineer (M) within 7 days of opening of the tenders.

- 20.1 The envelopes shall be addressed to:

a) Superintending Engineer (M)

Deendayal Port Authority
CME Liaison Office
1st Floor A.O Building
Gandhidham – 370210
Kutch – Gujarat
Email :- cmedpt@gmail.com
mechprojects.dpt@gmail.com

b) Bear the following identification:

Accompaniments for " **Engaging Third Party Inspection agency for the various Mechanical works of Mech. Engg. Deptt. for a period of five years.**"

Bid reference No.**MS/WK/4060**

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 21.02.2023 up to 1430 hrs.
- 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 has 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. The bidder can be disqualified from the bidding process of DPA for a period of 03 years, may result in the forfeiture of 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., E.M.D. fees 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> and www.deendayalport.gov.in .
- 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 or 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 E.M.D fees and tender fees;
 - (d) is responsive to the requirements of the Bidding documents.
 - (e) GST number to be quoted invariably by the 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 total amount of BOQ subject to submission of agreement and performance security.

The employer, if so required, reserves the right to: (-Not Applicable-)

- a) split the work and award the work in favour of more than one contractor,
- b) award the work separately as supply, execution, Operation & Maintenance/Operation/Maintenance as applicable.

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

The employer reserves the right to accept or reject any bid and to cancel the bidding process and reject all bids without assigning any reasons, at any time prior to the award of contract, without thereby incurring and liability to the affected bidder or bidders of the grounds for Employer's action.

30. Letter of Acceptance:

The Chief Mechanical Engineer will issue the Letter of Acceptance (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 Acceptance") 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 Acceptance). 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 Acceptance.

- 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 11) for the due and proper fulfillment of the contract within 14 days (National Bid) 28 days (Global Bid) from the date of Letter of Acceptance.

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. Party has to submit the followings after issue of LOA as:

- 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 contractor, 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 contractor, in such case, a certified true copy of the power of attorney/ letter of authority given by the contractor/ company to the signatory of the contractor 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 initialed.

33. Performance Security

- 33.1 The Security Deposit/ Performance Guarantee Shall be 3% of Contract Value.
- 1) The Performance Guarantee shall be submitted by the successful bidder within 21 days from the date of issue of L.O.A. equivalent to 3% of the total contract value in form of Bank Guarantee, or Demand Draft issued from Nationalized/ Scheduled bank (except co-operative banks), having its branch at Gandhidham which will be refunded immediately not later than 14 days from completion of contract period.
- 33.2 Successful Bidder has to submit the Performance security as mentioned above within 21 days of receipt of Letter of Acceptance, failing which the work will not be awarded and the Bid Security i.e., EMD will be forfeited.
- 33.3 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.
- 33.4 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 bid security i.e. EMD.
- 33.5 The Bank Guarantee is required to be dispatched by the issuing bank directly to The Employer by Registered AD Post.
- 33.6 The bank guarantee towards performance guarantee cum security deposit will be accepted in the form of bank guarantee from any nationalized bank / scheduled bank (except Co-operative Bank) having its branch at Gandhidham.
- 33.7 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.
- 33.8 In case of submission of fraudulent documents with regard to Bank Guarantee against Performance Security by the Bidder shall be treated as major violation of the Tender procedure and in such cases, Black listing the contractor for the next three years.
- 33.9 The Performance Guarantee cum Security Deposit will be released as mentioned in Clause 33.1 above.
- 33.10 If applicable, the documentary evidence (copy of paid Challan in Govt. Treasury) of Welfare cess @1% of work done or as amended by Statutory Authority from time to time, paid on final bill shall be submitted before releasing the Performance Guarantee

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 specified completion period of Sixty Months and shall be extendable to further 12 months based on mutual consent, on same terms & conditions.

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**

**Supdt. Engineer (M)
Deendayal Port Authority**

SECTION – II

GENERAL CONDITIONS OF CONTRACT

GENERAL CONDITIONS

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 Authorities of Deendayal Port, a body corporate under the Major Port Authorities Act.1963, 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, contractor, 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 Acceptance, 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 and excise duties to be paid to state or central Government, except GST.
- 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.

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- 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"** means 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"** is 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.

2.0 Use of Contract Document:

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

3.0 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.

4.0 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.

5.0 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 its 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.

6.0 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 arrangements for DPA to witness the payment made by the Contractor to his staff and labour.

7.0 Payment Terms: (Modified as per Clause No. 4 of Section – III)

All payments shall be made in Indian rupees unless specifically mentioned.
95% monthly payment in respect of item executed/ supplied will be released after deducting 5% as retention money towards performance security.

NOTE:

The payment shall be made through RTGS /NEFT and the Contractor should be furnished following details: -

Bank Payment Agreement Form

- a. Name of Party
- b. Account No.
- c. Branch Name
- d. Branch Station
- e. IFSC code of the bank

-
- f. MICR code
g. Accepted for : -NEFT payment or RTGS payment
Declaration by the party

I/We hereby declare that the above information furnished by me is correct and DPA is requested to pay my / our dues to this account for this work is concerned.

Signature of the party with the seal
Declaration by the bank

It is hereby informed that the details mentioned by the party is correct as per our records and any payment made by DPA to this account will be accepted either by RTGS/NEFT.

Signature of the bank manager with the seal.

8.0 Insurance (superseded as per Clause no. 2 of Section-III):

8.1 The contractor 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 **(Not Applicable)**
- b) loss of or damage to equipment **(Not Applicable)**
- c) loss of or damage of property (except the works, plant, materials and equipment) in connection with contract, and **(Not Applicable)**
- 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. **(Not Applicable)**

8.5 During erection and till the work is completed and satisfactory taken over by the D.P.A 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. **(Not Applicable)**

9.0 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 in the prescribed format, 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.

10.0 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.

11.0 Liquidated Damages (Superseded as per Clause No. 8 of Section-III):

- 11.1** In case of delay in completion of the contract, liquidated damages (LD) may be levied at the rate of 1/2% of the contract value per week of delay or part thereof, subject to maximum of 10% of the contract price.
- 11.2** The employer, if satisfied that the works can be completed by the Agency 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 behalf per cent (1/2%) of the contract value of the works for each week or part of the week subject to the ceiling of 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 Agency 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 Agency 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.

12.0 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.

13.0 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.

14.0 Guarantee: (Not Applicable)

- 14.1** The warranty period shall be valid up 12 months 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.

15.0 Taxes

GST:

The bidder shall quote the price exclusive of GST. Applicable GST on the taxable value of supply of Goods or Services or both covered in this tender/contract will be paid by Port on production of required document as per prevailing rules as per Goods & Service Tax Act, 2017. All other duties, taxes, cesses applicable, if any, shall be borne by the bidder. Applicable Statutory recoveries including TDS under Income Tax, TDS under GST acts will be deducted/ recovered while accounting for or making payments to the bidder as per the applicable laws.

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

Deduction of Income-Tax:

Income-Tax deductions and surcharge 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.

Rate & Tax:

The rates quoted by the contractor shall be deemed to be inclusive of the excise, other taxes, duties etc., but exclusive of the GST (CGST & SGST), which the contractor will have to pay for the performance of the contract. The employer will perform such duties in regard to the deduction of such taxes at sources as per applicable law.

16.0 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.

16.4 (- Deleted -) **(-Not Applicable as per Clause No. 12 of Section-III-)**

17.0 Subcontracts:

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

18.0 Idle Charges: (Not Applicable)

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.

19.0 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.

20.0 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.

21.0 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 E-I-C.

22.0 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.

23.0 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.

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- 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.

24.0 Arbitration Clause:

- (I) The Arbitration Award may be referred to a Conciliation Committees/ Councils comprising of independent subject expert in order to ensure speedy disposal of the case, as per Conciliation Act.
- (II) The award of the Conciliation Committee/ Council if agreed by both the sides may then be placed for consideration of the Board of Authorities of the Port subject to the delegation of power.
- (III) 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.
- (IV) 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.

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- (V) 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.
- (VI) 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.
- (VII) 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.
- (VIII) 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 Authorities shall be discharged and released of all liabilities under the contract in respect of these claims.
- (IX) 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.
- (X) The award of the arbitrator shall be final, conclusive and binding on all the parties to Contractor.
- (XI) The arbitrators from time to time, with the consent of both the parties, enlarge the time for making & publishing the award.
- (XII) Arbitration shall be conducted in accordance with the provisions of Indian Arbitration Act, 1996 or any statutory modifications or e-enactment thereof and rules made there under and for the time being in force shall apply to the arbitration proceeding under this clause.
- (XIII) 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.
- (XIV) 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 their statement of claims and counter statement of claims.
- (XV) Venue of the arbitration shall be such place as may be fixed by the arbitrator at his sole discretion.

25.0 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.

26.0 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.

27.0 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.

28.0 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).

29.0 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.

30.0 Employer's Obligation (superseded as per Clause no. 7 of Section-III)

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- (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. Necessary meters should be installed by the contractor at its own cost.
 - (ii) The employer will not provide Port Authority Quarters on payment of applicable tariff, water & electricity charges of the employer subject to availability, during the tenure of contract.
 - (iii) Administrative support only, for obtaining clearance from any statutory authority, shall be provided by the employer.
 - (iv) Facilitating for issue of port entry passes to the staff engaged by successful bidder and their vehicles during the period of contract
 - (v) 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.

31.0 Queries about the Technical Data

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

32.0 Approval by the Engineer-in-Charge or his nominee.

The Contractor shall submit the Make of material, equipment's and specifications & drawings for proposed Work to the Engineer-in-Charge or his nominee, 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 EIC before procurement/ execution.

33.0 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.

34.0 Access to the site (Not Applicable)

The contractor shall allow the Engineer in charge or his nominee and any person authorized 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.

35.0 Instructions

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

36.0 Safety

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

37.0 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.

38.0 Correction of Defects (Not Applicable)

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.

39.0 Uncorrected Defects (Not Applicable)

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.

40.0 Employer's right of Rejection: (Not Applicable)

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.

41.0 Removal of Rejected goods: (Not Applicable)

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 of 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.

42.0 Use of Contract Document:

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

43.0 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.

44.0 Deviations: (Pl. refer Clause No. 10 of Sec-III, for continuation of this clause)

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.

45.0 Approvals: (Not Applicable)

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.

46.0 Third Party Inspection: (Not Applicable)

- 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 work/ site, dispatch clearance from manufacturer's work, certification for releasing 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 stage payment of the contractor 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.

47.0 Bar Chart (-Not Applicable as per Clause No. 12 of Section-III-)

48.0 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.

49.0 Police verification of contract labour (-Not Applicable-)

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 (-Not Applicable-):

The contractor shall submit, by the 4th and 19th 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 laborers 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.

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- b)** No labour below 14 Years: No labour below the age of 14 (fourteen) years shall be employed on the work.

50.0 Registers to be maintained at site (Not Applicable)

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.

51.0 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.

52.0 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.

53.0 Hot work (Not Applicable)

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.

54.0 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.

**55.0 Valid Electrical Contractor License and Electrical Supervisor Certificate:
(-Not Applicable- as mentioned in Clause No. 12 of Section-III)**

The contractor shall have valid electrical contractor's license 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, 6th 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 license 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, 6th floor, Sector No. II, Udyog Bhavan, Gandhinagar, Government of Gujarat** or equivalent authority from the other states/central Govt.

56.0 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.

57.0 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, (excluded GST), duties etc. and all incidental charges.

58.0 Labour License:

The contractor shall have to obtain necessary license from the Assistant Labour Commissioner (Central), Gopalpuri, Kachchh in case he has to engage 10 or more workers on any day during the execution of work.

59.0 Integrity Pact (Not Applicable)

The bidder has to execute Integrity pact agreement with Deendayal Port Authority (As per agreement enclosed). Shri S K Sarkar, IAS (Retd.) & Shri Saurabh Chandra, IAS (Retd.), have been appointed as Independent External Monitor Integrity Pact, whose address is as under:

Shri S K Sarkar, IAS (Retd.),
B-104, Nayantara Aptt.,
Plot 8 B, Sec 07, Dwarka,
New Delhi - 110 075.
Mobile No. 98111 49324
E-mail: sksarkar1979@gmail.com

Shri Saurabh Chandra, IAS (Retd.)
A-9, Sector 30,
NOIDA (UP)
UP- 201301
Mobile No. 9871322133
Email: saurabh7678@yahoo.co.in

The bidder has to sign and seal and uploads the scanned copy of Integrity Pact

form (as per agree form enclosed) along with the Technical Proposal as token of acceptance. Original hard copy of the along with the tender documents shall have to forwarded subsequently so as to reach the Superintending Engineer (M), within 7 days of opening of the tender failing which tender shall be considered irrelevant However, the Agreement is to be executed during the issuance of Pre- Acceptance letter.

**Signature & Seal
Of Contractor**

**Supdt. Engineer (M)
Deendayal Port Authority**

SECTION-III SPECIAL CONDITIONS OF CONTRACT

The following Special Conditions of Contract shall supplement and /or amend the General Conditions of Contract as mentioned against the clause. Wherever there is a conflict, the provisions herein shall prevail over those in the General Conditions.

1. Order Acceptance:

The party shall give unequivocal acceptance of the LOA within 7 days of receipt of the same.

2. Insurance:

(This clause is in supersession of clause no. 8 of Section-II)

- 2.01 The contractor 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 viz., personal injury and death. All manpower to be posted at Kandla site and visiting manufacturer's/ work site anywhere shall be insured under the Workmen Compensation Act.
- 2.02 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.
- 2.03 Alterations to the terms of insurance shall not be made without the approval of the engineer in charge or his nominee.
- 2.04 All manpower to be posted at site area shall be insured under the Workmen Compensation Act. It will be entirely the contractor's responsibility to take required steps to adequately safeguard the personnel & to ensure that the work is carried out in such manner that maximum safety to personnel is assured. The contractor shall follow all precautions as required for safety of workman by ILO regulations, etc.
- 2.05 No claim/compensation of whatsoever nature shall be entertained by the D.P.A for any loss of property or injury or loss of life during the occurrence of any accident to the contractor's maintenance staff/officials. Contractor is required to get insurance for his staff and property at own cost.

3. Contract Prices:

- 3.01 The rate for the Engaging Third Party Inspection agency for the various Mechanical works of Mech. Engg. Deptt. shall be quoted as per Schedule-B in the price bid document online and shall not be subject to any escalation for any reason whatsoever.
- 3.02 The rates quoted shall be inclusive of transportation, insurance and all statutory levies excluding GST and shall remain firm & final till satisfactory completion of entire work and taking over of the same by the Deendayal Port Authority as per terms and conditions of the contract.

-
- 3.03 The rate quoted shall not be variable due to amendment of tax laws or on account fresh taxes, levies, duties by the Central / State Govt. or any local authority etc. except GST.

4. Payment: The clause no. 7 of Section-II is superseded as under:

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

NOTE:

The payment shall be made through RTGS /NEFT and the Contractor should be furnished following details: -

Bank Payment Agreement Form

a. Name of Party

b. Account No.

c. Branch Name

d. Branch Station

e. IFSC code of the bank

f. MICR code

g. Accepted for : - NEFT payment or RTGS payment

Declaration by the party

I/We hereby declare that the above information furnished by me is correct and DPA is requested to pay my / our dues to this account for this work is concerned.

Signature of the party with the seal

Declaration by the bank

It is hereby informed that the details mentioned by the party is correct as per our records and any payment made by DPA to this account will be accepted either by RTGS/NEFT.

Signature of the bank manager with the seal.

- 4.2 No Advance payment will be made.
- 4.3 100 % Payment shall be released on quoted visit rate on actual Third Party Inspection visits and twice the quoted visit rate on actual Project Management visits (i.e. considering two visits for project management) per month basis as certified by Engineer-In-Charge and on submission of required reports as per scope of work of the assigned tenders, at the end of every month.
- 4.4 The Engineer-in-charge will be entitled to deduct or adjust any sum of money payable by the Agency to the Board under the terms of any contract executed by him or on behalf from their security deposit or from any sum that may become due from the present contract.
- 4.5 Payment shall be made on monthly basis through RTGS against submission of bills

in triplicate during the contract. Income tax and surcharge and any statutory deduction thereon at applicable rates shall be made at source.

- 4.6 The Services provided by the agency shall be inclusive of all and no extra payment shall be entertained. However, if the approved representative of the agency has to go out of station for Inspection & testing etc. with the pre/ post consent of Engineer-In-Charge, necessary T.A. & D.A., applicable for entry level Class II officer of Deendayal Port Authority, will be reimbursed by DPA.
- 4.7 If applicable, the payment from 2nd bill to pre-final bill, shall be released, subject to the condition that the documentary evidence (copy of paid Challan in Govt. Treasury) of the Welfare Cess @1% of work done or as amended by Statutory Authority from time to time, paid to concerned authority is submitted for the previous bill.

5. Contract Period:

- 5.1 The Contract shall be effective from the date of issue of Work-Order.
- 5.2 The contract period for TPIA shall be for 60 months from the date of award of work, or, exhaustion of total number of visits in BOQ, whichever is earlier, and, same is extendable on same rate & conditions on mutual consent.
- 5.3 The service provider should confirm that there is no conflict of interest on the part of him and on the part of the deployed manpower's in performing the work, and has to submit an 'Undertaking' regarding the same.
- 5.4 No compensation shall be payable to the contractor on account of delay in work caused by Deendayal Port Trust for whatsoever reason however, Deendayal Port Authority will consider extension of time, if the work is delayed on Deendayal Port Authority's account.

6. Rejection: (-Not Applicable-)

Substitution, changes or delays shall not be accepted unless confirmed by DPA. Rejected materials, if any, shall have to be collected from site within one weeks after receipt of intimation.

7. Port Obligation (Clause no. 30 of Section-II is replaced as under)

- 7.01 Electricity and water for execution of the DPA work at site shall be provided free of cost by 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. The contractor shall arrange for transportation of staffs & materials if required from work site to repair site and vice a versa.
- 7.02 Administrative support only, for obtaining clearance from any statutory authority, if any, shall be provided by the employer.
- 7.03 The employer will provide Port Authority Quarters on payment of applicable tariff,

water & electricity charges of the employer subject to availability, during the tenure of contract. Any nuisance, non-sober behavior, intoxication etc. in the port quarter shall be liable for cancellation of the same.

- 7.04 Facilitating for issue of port entry passes to the staff engaged by successful bidder and their vehicles during the period of contract.
- 7.05 Providing technical specification, contract tender documents, drawings etc. to the agency for the work.
- 7.06 Site access to the agency and its authorized representatives.
- 7.07 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.

8. Liquidated Damage/Penalty (Clause no. 11 of Section-II is replaced as under)

- 8.1. In case of delay in completion of the contract, liquidated damages (LD) may be levied at the rate of 1/2% of the contract value per week of delay or part thereof, subject to maximum of 10% of the contract price.
- 8.2. The employer, if satisfied that the works can be completed by the Agency 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 behalf per cent (1/2%) of the contract value of the works for each week or part of the week subject to the ceiling of 10% of contract value.
- 8.3. 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 Agency 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.
- 8.4. The employer, if not satisfied with the progress of the contract and in the event of failure of the Agency to recoup the delays in the mutually agreed time frame, shall be entitled to terminate the contract.
- 8.5. In the event of such termination of the contract as described in clauses (11.3) or
- 8.6. 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.
- 8.7. 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.
- 8.8. The TPI agency shall be completely responsible for the report/ status/ certificate regarding the respective tender. If any report/ certificate/ status found to be incorrect/ not-true, then a Penalty @ Rs. 2000/- per day shall be imposed on the agency till its

rectification/ conformity subject to the verification of the EIC.

- 8.9. On absence/ unavailability on the Inspection/ visit date as intimated by DPA, a penalty @ Rs. 2500 per absence per visit per day will be levied on the Agency.
- 8.10. The Engineer-in-charge can also ask the TPIA to remove/ replace any of the personnel due to unsatisfactory performance or inordinate delay in work. Balance work will be carried out by the employer at the risk and cost of the TPIA. The decision of the Deendayal Port Authority in this regard shall be final and binding upon the TPIA. Non-replacement of the same shall attract penalty @ Rs. 2500 per personnel per day.

9. –Deleted--

10. Deviations: (Kindly read with clause no. 44 of Section-II)

If the justifications submitted by the agency is not acceptable to the port, shall be withdrawn by the Agency, otherwise, the same shall be liable to the rejection of the bid.

- 11.** Work-Order shall be sent through Email/Fax/Post. All mode of dispatch shall be treated as valid for the purpose of date of receipt.
- 12.** The clause no. 4.2 (m),06 of Section –I, 14,16.4,18,34,38 to 41,45 to 47,49,50,53 & 55,59 of Section-II, clause no. 09 of Section-III are deleted and not applicable.
- 13.** If applicable, the contractor shall be registered under the Building and Other Constructions Workers (Regulation of Employment and Conditions of Service) Act, 1996.

**Signature & Seal
Of Contractor**

**Supdt. Engineer (M)
Deendayal Port Authority**

SECTION IV

FORMS OF BID

Part – I

To be submitted by Bidders with their Bids

Format No.	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
6	Integrity Pact Agreement (-Not Applicable-)

Part – II

To be used by successful Bidder

Format No.	NAME OF FORMS/FORMAT
7	Letter of Acceptance
8	Specimen bank guarantee of Performance Guarantee/Security Deposit
9	Letter of authority from bank for all BGs
10	Bank Payment Agreement Form
11	Agreement form
12	Format of Extensions (Part – I)
13	Format of Extension (Part-II)

SPECIMEN OF APPLICATION

(Form-1)

(To be executed on bidder's letter head)

(To be executed on bidder's letter head)

The Supdt Engineer (M),
CME Liaison Office
1st Floor A.O Building
Gandhidham – 370210
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 **MS/WK/4060**
- (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
- (f) Our contractor, 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)

<i>Specimen format for Pre-qualification of bidders</i>
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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 Contractor

Description	Year	Turn over
(insert the year as per PQC)	2019-2020	
i.e. last three financial years ending 31st	2020-2021	
march of the previous year as certified by	2021-2022	
Chartered Accountant		

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 of the previous financial year.

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.	2015-2016		
	2016-2017		
	2017-2018		
	2018-2019		
	2019-2020		
	2020-2021		
	2021-2022		

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 litigation history in which the bidder is involved.

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

5. Additional information bidder may like to submit

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

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

SPECIMEN FORMAT FOR DECLARATION

(To be executed on bidder's Letter Head)

The Supdt Engineer (M),
CME Liaison Office
1st Floor A.O Building
Gandhidham – 370210
Kutch – Gujarat

Ref: _____ (Project title)

Sir,

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 contractor 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 contractor has not been banned / de-listed by any government or PSUs.
- (g) 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) _____

**SPECIMEN LETTER OF AUTHORITY FOR
SUBMISSION OF BID**

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

The Supdt Engineer (M),
CME Liaison Office
1st Floor A.O Building
Gandhidham – 370210
Kutch – Gujarat

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)

SPECIMEN FORMAT FOR EXCEPTIONS AND DEVIATIONS

As pointed out in the tender call notice, bidders may stipulate here exceptions and deviations to the bid conditions, if considered unavoidable.

Sr.	Page no. of bid document	Clause no. of bid document	Subject deviation with reasons

Note: however, the bidders note that, in the event of un-acceptable deviations, if any, the bid shall be liable for rejection. Bidders is discouraged to deviate from bid condition, specifications, delivery schedules, commercial terms as per the tender document,

Duly authorized to sign this authorization on behalf of: (insert complete name of Tenderer)
Dated on _____ day of _____, _____ (insert date of signing)

Form – 6 (-Not Applicable-)

SPECIMEN LETTER OF INTEGRITY PACT
(To be executed on Rs. 300/- non-judicial stamp paper)

INTEGRITY PACT

Between

Deendayal Port Authority (DPA) hereinafter referred to as "**The Principal**"
and

..... (Name of The bidders and consortium
members) hereinafter referred to as "**The Bidder / Contractor**"

Preamble

The Principal intends to award, under laid down organizational procedures, contract(s) / concession(s) for Tender No. The Principal values full compliance with all relevant laws of the land rules, regulations, economic use of resources and of fairness / transparency in its relations with its Bidder(s) and / or Contractor(s).

In order to achieve these goals, the Principal will appoint Independent External Monitors (IEMs), who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

Section 1 - Commitments of the Principal

- (1) The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles :-
 - (a) No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
 - (b) The Principal will, during the tender process treat all Bidder(s) with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential / additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.
 - (c) The Principal will exclude from the process all known prejudicial persons.
- (2) If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the IPC / PC Act, or if there be a substantive suspicion in this regard, the Principal will inform the Chief Vigilance Officer and in addition

can initiate disciplinary actions.

Section 2 - Commitments of the Bidder(s) / Contractor(s)

- (1) The Bidder(s) / Contractor(s) commits themselves to take all measures necessary to prevent corruption. The Bidder(s) / Contractor(s) commits themselves to observe the following principles during participation in the tender process and during the contract execution.
 - a. The Bidder(s) / Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal's employees involved in tender process or the execution of the contract or to any third person any material or other benefit, which he / she is not legally entitled to, in order to obtain in exchange of advantage of any kind whatsoever during the tender process or during the execution of the contract.
 - b. The Bidder(s) / Contractor(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids, or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
 - c. The Bidder(s) / Contractor(s) will not commit any offence, under the relevant Prevention of Corruption Act / Indian Penal Code / PC Act; further the Bidder(s) / Contractor(s) will not use improperly, for purposes of competition, or personal gain, or pass on to others, any information or document provided by the Principal, as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
 - d. The Bidder(s) / Contractor(s) of foreign origin shall disclose the name and address of the Agents / Representatives in India, if any. Similarly, the Bidder(s) / Contractor(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any. Further details as mentioned in the "Guidelines on Indian Agents of Foreign Suppliers" shall be disclosed by the Bidder(s) / Contractor(s). Further, as mentioned in the Guidelines all the payments made to Indian agent / representative have to be in Indian Rupees only. Copy of the "Guidelines on Indian Agents of Foreign Suppliers" is placed at (page Nos. 7-20)
 - e. The Bidder(s) / Contractor(s) will, when presenting their bid, disclose any and all payments made, is committed to or intends to make to agents, brokers or any other intermediaries, in connection with the award of the contract.
 - f. Bidder(s) / Contractor(s) who have signed the Integrity Pact shall not approach the Courts while representing the matter to IEMs and shall wait for their decision in the matter.
- (2) The Bidder(s) / Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

Section 3 - Disqualification from tender process and exclusion from future contracts.

If the Bidder(s) / Contractor(s), before award or during execution has committed a transgression through a violation of Section-2 above, or in any other form, such as to put their reliability or credibility in question, the Principal is entitled to disqualify the Bidder (s) / Contractor(s), from the tender process, or take action as per the procedure mentioned in the "Guidelines on Banning of business dealings". Copy of the "Guidelines on Banning of business dealings" is placed at (Page No. 7-20).

Section 4 - Compensation for Damages

- (1) If the Principal has disqualified the Bidder(s), from the tender process prior to the award, according to Section 3, the Principal is entitled to demand and recover the damages equivalent to Earnest Money Deposit / Bid Security.
- (2) If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to Section 3, the Principal shall be entitled to demand and recover from the Contractor, liquidated damages of the Contract Value or the amount equivalent to Security Deposit / Performance Bank Guarantee, whichever is higher.
- (3) The Bidder(s) agrees and undertakes to pay the said amounts, without protest or demur, subject only to condition that, if the Bidder(s) / Contractor(s) can prove and establish that the termination of the contract, after the contract award has caused no damage or less damage than the amount of the liquidated damages, the Bidder/Contractor shall compensate the principal, only to the extent of the damage in the amount proved.

Section 5 - Previous transgression

- (1) The Bidder declares that, no previous transgressions occurred in the last three years with any other company in any country confirming to the anti-corruption approach or with any other Public Sector Enterprises in India, that could justify his exclusion from the tender process.
- (2) If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or action can be taken as per the procedure mentioned in "Guidelines on Banning of Business dealing".

Section 6 - Equal treatment of all Bidders / Contractors

- (1) In case of a Joint Venture, all the partners of the Joint Venture will enter into agreement with identical conditions as this on which all Bidders.
- (2) There is no provision of sub-contract in the tender, any violation of the same, Contractor shall be held solely responsible for the same.

Section 7 - Criminal charges against violating Bidders / Contractors

If the principal obtains knowledge of conduct of a Bidder or Contractor or of an employee, or a representative, or an associate of a Bidder or Contractor, which constitutes corruption, or if the Principal has substantive suspicion, in this regard, the Principal will inform the same to the Chief Vigilance Officer (CVO) and the CVO will take further necessary action as deemed fit in accordance with the CVC Manual.

Section 8 - External Independent Monitor

- (1) The Principal appoints competent and credible Independent External Monitor for this Pact after approval by Central Vigilance Commission. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
- (2) The Monitor is not subject to instructions by the representative of the parties and performs his / her functions neutrally and independently. The Monitor would have access to all Contact documents, whenever required. It will be obligatory for him / her to treat the information and documents of the Bidders / Contractors as confidential. He / she reports to the Chairperson of the Board of the Principal.
- (3) The Bidder(s) / Contractor(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Contractor. The Bidder / Contractor will also grant the Monitor, upon his / her request and demonstration of a valid interest, unrestricted and unconditional access to the project documentation. The Monitor is under contractual obligation, to treat the information and documents of the Bidder / Contractor with confidentiality.
- (4) The Monitor is under contractual obligation to treat the information and documents of the Bidder(s) / Contractor(s) with confidentiality. The Monitor has also signed declaration on "Non-Disclosure of Confidential Information" and of "Absence of Conflict of Interest". In case of any conflict of interest arising at a later date, the IEM shall inform Chairman, DPA and recuses himself / herself from that case.
- (5) The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Bidder / Contractor. The parties offer to the Monitor the option to participate in such meetings.
- (6) As soon as the Monitor notices, or believes to notice, a violation of this agreement, he / she will so inform the Management of the Principal and request the management to discontinue, or take corrective action. The Monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.
- (7) The Monitor will submit a written report to the Chairperson of the Board of the

Principal, within 8 to 10 weeks from the date of reference or intimation to him by the Principal and, should the occasion arise, submit proposals for correcting problematic situations.

- (8) If the Monitor has reported to the Chairperson of the Board of the Principal, a substantiated suspicion of an offence under relevant IPC / PC Act and the Chairperson of the Board of the Principal has not, within reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner, Government of India.
- (9) The word "**Monitor**" would include both singular and plural.

Section 9 - Pact Duration

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

If any claim is made / lodged during this time, the same shall be binding and continue be valid despite the lapse of this Pact as specified above, unless it is discharged / determined Chairperson of the Principal.

The Pact duration in respect of unsuccessful Bidders shall expire after 6 months of the award of the contract.

Section 10 - Other Provisions

- (1) This agreement is subject to Indian Law. Place of performance and jurisdiction is the Registered Office of the Principal, i.e. Gandhidham, Gujarat.
- (2) Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.
- (3) If the Bidder / Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.
- (4) Should one or several provisions of this agreement, turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

-
- (5) Issues like Warranty / Guarantee etc. shall be outside the purview of IEMs.
- (6) In the event of any contradiction between the Integrity Pact and its Annexure, the Clause in the Integrity Pact will prevail.

(For & on behalf of the Principal)

(For & on behalf of the
Bidder/Contractor)

(Office Seal)

(Office Seal)

Place : Gandhidham

Date : ____/____/20____

Witness-1:
(Name & Address) _____

Witness-2 :
(Name & Address) _____

LETTER OF ACCEPTANCE

(On letter head paper of the port)

Date: _____

To: _____
(Name & address of contractor)

Dear Sir,
Sub: Tender No.
Title of Tender
Ref: Your Bid Dated
And (list of correspondence with the Bidders)

This is to notify you that your bid dated _____ for supply of the _____ (name of the contract and identification number, as given in the instruction to bidders) for the Contract Price of Rupees _____ (amount in words and figures) as corrected and modified in accordance with the Tender Documents is hereby accepted by the Employer/Board.

You are hereby requested to furnish performance guarantee, in the form detailed in Tender Document for an amount of Rs. _____ within (21) days of the receipt of this letter of acceptance and valid up to 21 days from the date of completion of contractual obligations, subject to removal of Defects, i.e. up to _____ and also sign the contract agreement within (14) days of the receipt of this letter of acceptance, failing which action as stated in the tender document will be taken.

Detailed letter of acceptance will follow.

The Engineer-In-Charge for the work shall be Shri _____, _____.

Please acknowledge receipt.

Yours faithfully

Authorized signature
Name and title of signatory

Deendayal Port Authority

SPECIMEN BANK GUARANTEE TOWARDS PERFORMANCE
GUARANTEE/SECURITY DEPOSIT

(To be executed on Rs. 300/- non-judicial Stamp Paper & to be submitted after entering by issuing Branch in their online system for generating Bank Guarantee in SFMS Mode)

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

In consideration of the Board of Deendayal Port Authority of the Port of DEENDAYAL PORT AUTHORITY incorporated by the Major Port Authorities Act, 2021 (hereinafter called "The Board" which expression shall unless excluded by or repugnant to the context or meaning thereof be deemed to include the Board of Deendayal Port Authority of the Port of [DEENDAYAL PORT AUTHORITY], 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 stating that the amount claimed is due by way of loss or damage caused to or which would be caused to or suffered by the Board by reason of the contractor's 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 Gandhidham 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 up to _____; 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 _____ 21

For (Name of Bank)
(Name)
Signature

SPECIMEN LETTER OF AUTHORITY FROM BANK FOR ALL BGs

(To be executed on Bank's Letter Head)

The Supdt Engineer (M),
CME Liaison Office
1St Floor A.O Building
Gandhidham – 370210
Kutch – Gujarat

Date:

Sub: Our Bank Guarantee No. _____

dated _____ for Rs. _____ favoring yourselves
issued on a/c of M/s. (Name of contractor)

.....

Dear Sir,

We confirm having issued the above mentioned guarantee favoring 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 Office

Bank Payment Agreement Form

- | | | | |
|----|-----------------------|---|--------------|
| 1. | Name of the Party | : | _____ |
| 2. | Account No. | : | _____ |
| 3. | Branch Name | : | _____ |
| 4. | Branch Station | : | _____ |
| 5. | IPSC Code of the Bank | : | _____ |
| 6. | MICR Code | : | _____ |
| 7. | Accepted for | : | NEFT Payment |
| | | : | OR |
| | | : | RTGS Payment |

➤ **Declaration by the Party: (Given on the Letter Head of the Company)**

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

Signature of the Party
Seal of the Company

➤ **Declaration by the Bank: (Given on the Letter Head of the Bank)**

It is hereby informed that the details mentioned by the Party are correct as per our records and any payment made by the DPA to this account will be accepted by either RTGS / NEFT.

Signature of the Bank Manager

DEENDAYAL PORT AUTHORITY
FORM OF AGREEMENT (FOR EXECUTION OF WORK)

(to be executed on Rs.300-non-judicial stamp paper)
 [the successful bidder shall fill in this form in Accordance with the instructions indicated]

This agreement made of this _____ day of _____ Two

Thousand Twenty-Two between the Board of Deendayal Port Authority, a body corporate under Major Port Authorities Act, 2021 have its registered office at 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 deposited a sum of Rs. _____ (Rupees _____ only) as security deposit in the form of BG/DD for the due fulfilment 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 Superintending Engineer (M) 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 Authorities of the Port of Kandla affixed in the presence of:

Secretary
Deendayal Port Authority

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) 1st extension vide EE's No. Dated Month Days
 - (b) 2nd extension vide EE's No. Dated Month Days
 - (c) 3rd extension vide EE's No. Dated Month Days
 - (d) 4th extension vide EE's No. Dated Month DaysTotal 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 Nodated
3. Remarks of S.D.O.
 (on the reasons given by the contractor are correct and what extension, if any, is recommended by him. If he does not recommend the extension, reasons for rejections should be given.)

Signature of Divisional Officer

Dated:

(To be filled in by the Executive Engineer)

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

Signature of Executive Engineer

Date

Dy. HOD/SE's recommendations

Signature of Superintending Engineer

Date

HOD's recommendations/approval.

Signature of Chief Mechanical

Engineer Date

,

SECTION-V

Scope of Work of the Contract

1.0 Broad Scope of Work:

- 1.01 The broad scope of work includes multi-disciplinary Third-Party Inspection verification & certification activities and Project quality management, as per the requirement, during different stages of the various works viz. Installation & commissioning works, Operations, AMC, Projects execution & implementation, Miscellaneous works etc., of various sections of Mech. Engg. Deptt. within Port area as per the terms mentioned hereafter. As a minimum, these activities comprise the inspection /verification for Compliance to the respective contract tender conditions for Stage-wise inspection & project management followed by certification at shop and/ or site during fabrication / manufacturing /receipt inspection / construction activities / Installation & laying / erection / support during pre-commissioning and commissioning.
- 1.02 The section describes certain broad & indicative requirement to which the contractor shall work, but this shall not absolve the contractor from his responsibility to carry out the work in apt and proper manner and acceptable in all respects as per standard practice even if there is any omission in the prescribed scope/ specification.
- 1.03 The above scope includes for the prevailing tenders of the employer and also the tenders which are to be awarded time to time, within the contract period of TPIA
- 1.04 TPIA should carry out the visit for the mentioned work on approx. 15 visits per monthly basis, or as per requirements, to verify the materials, works, documents as per scope of the respective tender conditions of the work offered to TPIA. Also, the TPIA is obliged to visit site on requisition by DPA, if and when required, besides the regular monthly visits.
- 1.05 As per the requirement of the work, TPIA should remain present at site throughout the day or till the work last for thorough inspection & quality management.
- 1.06 Reporting requirement:

The TPIA shall submit to the employer the reports of each tender under consideration periodically as per table below: -

Sr. No	Particulars of report	No. Of Hard Copies	Frequency
1	Inspection of materials at work-site/ Manufacturer's site/ both, as per tender conditions under consideration	3	• As and when required for a tender under consideration

2	Inspection of project/work execution & project quality management and Progress Reports	3	• As and when required for a tender under consideration
3	Certification of Quality & progress of Work	3	• Stage wise certification for a tender under consideration
4	Final completion report (including certification of inspected project/works)	3	• Within 15 days after completion of the execution of work by the contractor, for a tender under consideration

1.07 The description (but not limited to) of the reports are as*:

1. Inspection Reports shall include:

- Details of materials inspected & events of project/ works and activities undertaken during the week and progress of contract with respect to tender.
- Technical and quality audit reports, checking of various site records maintained w.r.t. to the tender conditions by the supervisory staff of contracting agency etc.
- Any problem met with during the course of execution, analysis and solution thereto.
- Any more information as deemed necessary.
- To check and verify the drawings, data-sheet, designs, reports etc. submitted by the contractors as per the work requirement and approve the same as per relevant standards/ guidelines/ norms.

2. Certification of Quality of Work shall include:

- Material testing, quality certification etc.
- Test reports & comments if any.

3. Final Completion Report shall include:

- Project/work description.
- Terms of reference.
- Comments on period of the completion.
- Problems encountered& future prevention thereto.
- Recommendation to the DPA for future similar projects/works.
- Any other information as deemed necessary and Certificate that all work has been inspected as per terms and conditions of tender.

4. Laboratory, Field testing of the items:

- Laboratory testing of materials/samples in required frequency as per IS provisions/work specifications shall be obligatory to the contractor and all the cost in this regard, either in government laboratory or government approved laboratory including transportation of samples shall be borne by the employer/ contractor as specified in the tender. TPIA shall not have to bear this cost.
- TPIA shall witness some of quality control tests being carried out by the employer/ Contractor. The TPIA has to optimize the process of testing with help of contractor.
- If in opinion of the TPIA any item of work is substandard or is not within the acceptance criteria, same will be informed to the DPA as well as contractor, the rectification

required, (in writing) to be carried out, providing full justification thereof, with all necessary supporting data test results.

* the actual reference for description (reports) shall be on the basis of the scope mentioned under tender conditions of the tender under consideration.

1.08 The Third Party Inspection scope for each Operations & Maintenance work should generally involve following inspection in the facility, but not limited to:

- a) To check the profile of Staff engaged for operations & Maintenance in AMC works as per the tender conditions.
- b) To check & verify the documentation of Maintenance Schedule Register (Monthly/Weekly/Daily) & Manpower registers as per the tender conditions.
- c) To ensure that quality of the work is maintained as per provision of relevant standards, specifications of work and best industry practices.
- d) To check and verify spares stocks of the unit machines, at the site as per original and issue the report for the same.
- e) To verify Part no./ Cat no., Quantity & make as per supply order in case of procurement & issue certificate for the same.
- f) To check the tools and tackles along with minimum consumables available at site as per the accepted tender.
- g) After the site visit, TPI should issue the certificate/report for the work carried out and for checking and verification of documents, materials, works as per the accepted tender.
- h) Non-conformity of any unit or its component as per tender conditions should be submitted to contractor and forward the copy to the employer.
- i) All computerized record for daily/preventive/breakdown inspection & maintenance of the system should be checked and verified, and if any irregularity observed, should be communicated.
- j) PPE to the workers and staffs for the operation & maintenance should be checked as per the accepted tender.
- k) Insurance of equipment's and labour & staffs engaged should be checked as per the accepted tender.
- l) the actual reference for description (reports) shall be on the basis of the scope under tender conditions of the tender under consideration.

1.09 The Third Party Inspection scope for procurement should generally involve following inspection, but not limited to:

- a) To check and verify the quality & quantity of the materials as per the technical specifications mentioned in the P.O. and issue the report for the same.
- b) To verify Part no./ Cat no., Quantity & make as per supply order (if required) in case of procurement & issue certificate for the same.
- c) To check the relevant test certificates & standard of the materials with relevant IS standards and report the same.
- d) the actual reference for description (reports) shall be on the basis of the scope under tender conditions of the tender under consideration.

1.10 The Third Party Inspection scope for each Repair/ replacement work should generally involve following inspection in the facility, but not limited to:

- a) To give stage wise clearance and inspection as per standard of work as per contract conditions.

- b) To check and verify spares required for the repair/ replacement, as per original and issue the report for the same.
- c) To visit repairing site/ workshop, as decided by EIC, and submit the report of the progress of the repairing work & issue certificate for dispatch clearance.
- d) To issue certificate after completion of the work.
- e) the actual reference for description (reports) shall be on the basis of the scope under tender conditions of the tender under consideration.

1.11 The Third Party Inspection scope for each Project Management works should generally involve following inspection in the facility, but not limited to:

- a) To verify the works as per Technical Specification of the accepted Tender.
- b) To check and verify the drawings, data-sheet, designs, reports etc. submitted by the contractors as per the work requirement and approve the same as per relevant standards/ guidelines/ norms.
- c) To check and verify make/approved drawing (approved by DPA) if any, at DPA site as per the contract.
- d) Certification of quality of stage wise work, which includes, Material Testing, quality certification, Test report & comments if any.
- e) Laboratory & field testing inspection as per standard norms or mentioned in Tender.
- f) To certify the work carried out by contractor during stage inspection at DPA site as per the contract, and submit the report of the progress of the contracts work.
- g) To visit Manufacturers site/workshop, if required is decided by Engineer-in-Charge and submit the report of the progress of the contracts work & also issue the certificate for dispatch clearance.
- h) To issue certificate after completion of the whole work or Final taken over of work.
- i) the actual reference for description (reports) shall be on the basis of the scope under tender conditions of the tender under consideration.

Other General Conditions:

1.12 The TPIA is required to inform DPA on progress of the work and quality control measures and on any issues arising there from.

1.13 The TPIA has to verify the payment to be made to the contractor for the materials supplied/ Operations/ comprehensive annual maintenance contract/ project stage wise work completion based on actual records, as mentioned in the tender conditions of the tender under consideration.

1.14 TPIA shall make their own arrangements for deployment of multi-disciplinary Engineers such as Mechanical, Electrical, Civil, Instrumentation etc. for Inspection, supervision, project management, verification and certification activities during different stages of Design, Engineering, Manufacturing, Procurement, Construction/ installation, testing, commissioning and Operation & Maintenance phases of the project/ work.

1.15 While submitting the Proposal, the firm shall consider the following: -
TPIA shall make their own arrangements for deployment of multi-disciplinary Engineers (viz. Mechanical, Electrical, Civil, Instrument etc.) and other supportive staff necessary to assist the engineers. Additional staff or personnel if required to

complete the assignment in the prescribed time or as directed by the E-I-C, must be provided within the total tendered cost only. DPA shall not be responsible for any wrong assessment by TPIA and shall not in any case bear any additional cost arising there from. However, TPIA shall deploy minimum two (not limited to) Engineers/Inspectors/surveyors with minimum qualification of Degree in Engineering of the relevant field with minimum Five & three years' experience respectively in the relevant field. The personnel to be deputed/posted should be capable to perform duties & responsibilities mentioned under "Scope of Work". Also, the number of personnel required to be deployed for catering the Third- Party Inspection requirement of all sections & areas, as mentioned above, shall be assessed by the TPIA.

- 1.16 The appointed Engineers/Inspectors/Surveyors shall work under an overall in charge of work who will be the team leader, and shall be responsible to interact with Engineer-in-charge or his representative who shall have a minimum experience of ten years with Degree in Engineering in Mechanical/ Electrical/ Civil field. The TL shall visit atleast once in a fortnight to discuss the progress and issues with the E-I-C.
- 1.17 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.
- 1.18 Inspector engaged for carrying out inspection shall have valid certifications in respective discipline.
- 1.19 Engineers/Inspectors/Surveyors should have adequate experience and technical capabilities in various disciplines viz. Civil, Structural, Process, Piping, Mechanical, Electrical and Instrumentation etc.
- 1.20 The presently prevailing/ forthcoming contracts of the CME department are listed (but not limited to) as:
 - a) Supply, Erection, Testing & Commissioning of mechanized bagging and wagon loading facility for handling of fertilizers at Go-down No. 34 inside CJA including Comprehensive Maintenance for a period of 06 years after expiry of guarantee period of 02 years and operation of 08 yrs. from the commissioning of the project.
 - b) Maintenance contract for Air conditioners and Water coolers installed at Various places at Kandla, Gopalpuri and Gandhidham area for period of three years.
 - c) Annual Maintenance Contract for Port owned five nos. of Pilot Launches, one no. Survey Launch & two nos. of Mooring Launches for a period of two years.
 - d) Supply, Installation, Testing and Commissioning of 4 Nos. Pitless Electronic In-motion Railway Weighbridge (15 KmPH Speed) of 140 M.T. capacities including Comprehensive Maintenance Contract for a Period of 05 years after guarantee period of 02 Years
 - e) Outsourcing of 02 Nos. each Truck Mounted Mist cannon system, and Truck Mounted Road sweeper system, along with comprehensive operation & maintenance, for the period of three years at DPT.

- f) Comprehensive AMC of Mechanical works and equipment's for a period of five years.
- g) Supply, installation, testing & commissioning of Sprinkling system for coal dust suppression in 34-hectare coal yard with five years Operation & Comprehensive Maintenance Contract.
- h) Supply, installation, testing & commissioning of 08 Nos. Quick Release Mooring Hook (QRMH) units, integral capstan and remote control type including Operation & Maintenance for five years at Oil Jetty No. 07 of DPT.
- i) Design, Supply, Installation, Testing, commissioning of firefighting facilities as per OISD – 156 including operation & Maintenance for five years at Oil Jetty No. 07 of DPA.
- j) Supply, installation, testing & commissioning of 08 Nos. Quick Release Mooring Hook (QRMH) units, integral capstan and remote control type including Operation & Maintenance for five years at Oil Jetty No. 08 of DPA.
- k) Design, Supply, installation, testing & commissioning along with Comprehensive Operation & Maintenance for a period of Five Years of 02 Nos Column Type Vessel access telescopic gangway system at Oil Jetty No. 07 and 08 of DPA.

1.21 Any other tenders awarded of the Mechanical discipline shall be accommodated in the present TPI scope subject to the no maximum limit of tenders during the tenure of the TPI contract.

1.22 All the rules and regulations governing DPA will be applicable.

1.23 The TPIA should strictly follow all statutory rules & regulations like labour laws, insurance, safety norms & regulations, Dock Safety Regulations etc. The contractor will be held responsible for any violation of the same. The set of such conditions (regulation) is available with Safety Officer Deendayal Port Authority.

1.24 TPIA should raise any observations/ queries related to the tender under consideration and observe the compliance of the same within the prescribed time period, and parallelly intimate the same to the employer.

1.25 Payment shall be released on quoted visit rate on actual Third Party Inspection visits and twice the quoted visit rate on actual Project Management visits per month basis as certified by Engineer-In-Charge and on submission of required reports as per scope of work of the assigned tenders, at the end of every month. The nature of the visit i.e., Third Party Inspection or Project Management visit shall be purely based on the visit requisition call & as per the requirement by DPA.

1.26 The inspection work shall be carried out in accordance with the relevant IS, with best standards of workmanship and to the entire satisfaction of the DPA officials, and also conforming to the respective tender conditions.

1.27 The bidder should confirm that there is no conflict of interest in taking up this inspection & quality assurance assignment, and has to submit an 'Undertaking' regarding the same.

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- 1.28 Information relating to the Designs, Drawings, Materials, Details related to the execution of the work and any other information provided by Deendayal Port Authority to bidder to perform the scope of work, shall not be disclosed by the bidder to any person. The bidder shall treat all information confidential and shall not divulge any information unless it is directed to do so by any statutory entity that the power under law to require its disclosure or is to enforce or assent any right or prevalent of the statutory entity and/ or Authority.
- 1.29 TPIA is obliged to assist Deendayal Port Authority for cross verifying the quality of the materials/ work of tender under consideration by carrying out inspection, testing, audit, verification of site records and its certification and any other means required in this connection.
- 1.30 TPIA is required to suggest various measures for achieving optimum quality in the tender, to sort out all problem regarding quality, during the course of execution and to give proper suggestions.
- 1.31 The Bidder shall exercise all reasonable care and diligence in discharge of Technical, Professional and Contractual duties, to be performed by them and will be fully responsible for carrying out their duties properly.
- 1.32 DPA reserves the right to cancel the Third Party Inspection work contract with three-month notice period on the grounds such as un-satisfactory work, un-due and inordinate delay in Third Party inspection, non-submission of reports, and lack of providing test reports etc. during execution of work.
- 1.33 The Engineer-in-charge can also ask the TPIA to remove/ replace any of the personnel due to unsatisfactory performance or inordinate delay in work. Balance work will be carried out by the employer at the risk and cost of the TPIA. The decision of the Deendayal Port Authority in this regard shall be final and binding upon the TPIA. Non-replacement of the same shall attract penalty @ Rs. 2500 per personnel per day.
- 1.34 DPA reserves the right to increase/ decrease the quantum of work.
- 1.35 The TPIA has to arrange gate passes for entry of men and vehicles inside/outside Deendayal Port Authority area at his own cost from CISF, and as per the rules and regulation in force at time

**Signature & Seal
Of Contractor**

**Supdt. Engineer (M)
Deendayal Port Authority**

Section VI

Schedule – B

Sub: "Engaging Third Party Inspection agency for the various Mechanical works of Mech. Engg. Deptt. for a period of five years."

Sr. No.	Description	Qty.	Unit	Rate	Amount (excluding GST)
				(in Rs.)	(in Rs.)
1	2	3	4	5	6
1	TPI for inspection of various works viz. Installation & commissioning works, Operations, AMC, Projects, Miscellaneous works etc., of Mechanical, Dry-dock, Tugs/ Crafts, stores etc. sections of Mech. Engg. Deptt. as per the detailed scope of work along with the terms & conditions	900	Visit		
Total amount for the period of five years, Rs.					

Total Amount in Words (excluding GST)

_____Only)

GST:} _ % extra.

Note: -

1. The rates to be quoted shall be inclusive of all charges, taxes, cess, Duty etc. except GST, if any.
2. Payment shall be released on quoted visit rate on actual Third Party Inspection visits and twice the quoted visit rate on actual Project Management visits (i.e. considering two visits for project management) per month basis as certified by Engineer-In-Charge and on submission of required reports as per scope of work of the assigned tenders, at the end of every month. The nature of the visit i.e., Third Party Inspection or Project Management visit shall be purely based on the visit requisition call & as per the requirement by DPA.

Contractor

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

Section VII

Drawings

(-Not Applicable-)

Contractor

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