

DEENDAYAL PORT AUTHORITY



No.: ML/WK/4054
Mechanical Engineering Department

"Comprehensive Annual Maintenance Contract for 08 Nos. of weighbridges at Deendayal Port Premises, Kandla for the period of three Years"

PORT OFFICE

Superintending Engineer (M)

Annexe AO Building,
Second Floor
Room No 308
Deendayal Port Authority
Gandhidham – 370210,
Kutch – Gujarat
Phone: + 91-2836-270484, 220636
Fax: + 91-2836-270184
Email: mech.div.kpt@gmail.com

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Bid Reference No. ML/WK/4054

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DEENDAYAL PORT AUTHORITY
TENDER NOTICE NO. ML/WK/4054

Superintending Engineer (M), DPA, Annexe AO Building Gandhidham, Tel. No. 02836-220636 invites tender in Online e-tendering system for the work of "Comprehensive Annual Maintenance Contract for 08 Nos. of weighbridges at Deendayal Port Premises, Kandla for the period of three Years" at the estimated cost of **Rs. 1,96,00,000/-, EMD: Rs.1,96,000/-, Tender Fee Rs.2360/-**(Including GST @18%). In case of Micro and Small Enterprise (MSEs) holding valid certificate issued by any agencies/organization under the Ministry of Micro, Small and Medium Enterprises indicating the list of activity related to the subject tender shall become eligible for exemption from payment of EMD and Bid Document fee. The bidder is required to submit the valid certificate by uploading the scanned copy. The last date of downloading: **20.10.2022 upto 14:30 hrs.** Last date and time of submission of E-tender only on website <https://kpt.nprocure.com>: **20.10.2022 upto 15:00 Hrs.** Date and time for opening of e-tender: **20.10.2022 at 15.30 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	Mechanical Division, Deendayal Port Authority
Tender Notice No.	ML/WK/4054
Name of work	"Comprehensive Annual Maintenance Contract for 08 Nos. of weighbridges at Deendayal Port Premises, Kandla for the period of three Years"
Estimated Contract Value (INR)	Rs.1,96,00,000/-
Period of Completion	03 years
Bidding Type	Open
Bid Call (Nos.)	1 st
Tender Currency Type	Single Currency
Tender Currency Settings	Indian Rupee (INR)
Joint Venture	Not Applicable
Rebate	Not applicable
Bid Document Fee :	Rs. 2360 /- (Including GST @18%) (In case of Micro and Small Enterprise (MSEs) holding valid certificate issued by any agencies/organization under the Ministry of Micro, Small and Medium Enterprises indicating the list of activity related to the subject tender shall become eligible for exemption from payment of EMD and Bid Document fee. The bidder is required to submit the valid certificate by uploading the scanned copy.)
Bid Doc Fee Payable to	F.A. & C.A.O., Deendayal Port Authority, Gandhidham
Bid Security /EMD (INR) :	Rs,1,96,000/-
Bid Security /EMD (INR) In Favour Of:	F.A. & C.A.O., Deendayal Port Authority, Gandhidham
Bid Document Downloading Start Date	30.09.2022 from 15:00 hrs.
Bid Document Downloading End Date	20.10.2022 upto 14:30 hrs.
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	20.10.2022 up to 15:00 hrs.

Bid Validity Period	120 Days
Condition	<p>E.M.D. & Tender Fee (Demand Draft/Banker's Cheque/Pay order) shall be submitted in Electronic Format through on line (by scanning) while uploading the bid.</p> <p>In case of Micro and Small Enterprise (MSEs) holding valid certificate issued by any agencies/organization under the Ministry of Micro, Small and Medium Enterprises indicating the list of activity related to the subject tender shall become eligible for exemption from payment of EMD and Bid Document fee. The bidder is required to submit the valid certificate by uploading scanned copy.</p> <p>Accordingly offer of those bidders shall only be opened whose E.M.D. and Tender Fee 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.</p>
Remarks	Submission of EMD, Tender Fee 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 office of Superintending Engineer (M), Annexe AO Building, Second Floor, Room No 308, P&C Building, Gandhidham – 370210
Preliminary Bid Stage Bid Opening Date	Technical Bid will be opened on 20/10/2022 @ 15:40 hrs. 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. EMD & Tender fee (in 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 shall become eligible for exemption from payment of EMD and Bid Document fee. The bidder is required to submit the valid certificate by uploading scanned copy.)</p> <p>b. Documents required under clause no. 4 of Section-I. For the purpose of realization, the bidder shall send the all above documents in original/attested hard copies to Supdt. Engineer (M), DPA Within 7 days from the date of opening of Preliminary bid through post or by hand.</p>
Officer Inviting Bids	Superintending Engineer (M)
Bid Opening Authority	Superintending Engineer (M)
Address	<p>Superintending Engineer (M) Annexe AO Building, Second Floor Room No 308 Deendayal Port Authority Gandhidham – 370210 Kutch – Gujarat Phone: + 91-2836-270484, 220636 Fax: + 91-2836-270184</p>

<p>Contact</p>	<p>Email: mech.div.kpt@gmail.com Phone: + 91-2836-220636 Fax: + 91-2836-270184 Email: mech.div.kpt@gmail.com</p>
<p>Pre-Qualification Criteria</p>	<p>The Tenderer shall fulfill the following pre-qualification criteria: -</p> <p>A. Average Annual financial turnover during the last 3 years, ending 31st March of previous financial year, should be at least Rs.19.60 Lakhs certified by chartered accountant.</p> <p>B. Experience:</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> <p>i) Three similar completed works, each costing not less than the amount equal to Rs. 26.13 Lakhs or,</p> <p>ii) Two similar completed works, each costing not less than the amount equal to Rs. 32.66 Lakhs or,</p> <p>iii) One similar completed work costing not less than the amount equal to Rs.52.26 Lakhs.</p> <p>“Similar Works” means, ‘Comprehensive Annual Maintenance Contract of Road Weighbridges of 100MT or above’ in any Govt. / Semi Govt. / PSU / Pvt. reputed organization.</p> <p>IMPORTANT:</p> <p>(i) In case a work is started prior to 07 (seven) years, ending last of month previous to the one in which tender is invited, but completed in last 07 (seven) years, ending last day of month previous to the one in which tender is invited, the completed work shall be considered for fulfilment of credentials.</p> <p>(ii) If a work is physically completed and completion certificate to this extent is issued by the concerned organization but final bill is pending, such work shall be considered for fulfilment of credentials.</p> <p>(iii) If a part or a component of work is completed but the overall scope of contract is not completed, such work shall not be considered for fulfilment of technical credentials even if the cost of part completed work/component is more than required for fulfilment of credentials.</p> <p>(iv) In case a work is considered similar in nature for fulfilment of technical credentials, the overall cost of that work shall be considered and no separate evaluation for each component of that work shall be made to decide eligibility.</p> <p>C. Bidders who meet the minimum qualification criteria will be qualified only if their available bid capacity is more than the total bid value. The available bid capacity will be calculated as under: Assessed Available Bid capacity = A x N x 2 –B, Where, “N” =</p>

<p>Number of years prescribed for completion of the subject contract. "A" = Maximum value of works executed in any one year during last seven years (at current price level). "B" = Value at current price level of existing commitments and on-going works to be completed in the next 'N' years.</p> <p>Note: For bringing value of works to current level, multiplying factor to be indicated in tender with reference to escalation based on WPI.</p>							
Financial Year	2021-22	2020-21	2019-20	2018-19	2017-18	2016-17	2015-16
Index	139.4	123.4	121.8	119.8	114.9	111.6	109.7
Multiplying Factor	1.00	1.13	1.14	1.16	1.21	1.25	1.27
<p>The Bidder shall furnish statements showing the value of existing commitments and on-going works as well as the stipulated period of completion remaining for each of the works preferably countersigned by the Nodal Office or his nominee in charge.</p> <p>IMPORTANT:</p> <p>(i) The value of annual turnover is not to be considered towards "A" as mentioned in the formula.</p> <p>(ii) The information may be provided as per the format given at Section-VIII.</p>							
<p>Note:</p> <p>(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. Along with the TDS certificate, a statement should be submitted giving details showing the name of the client, gross amount of the work, TDS amount and net payment received. The statement should be signed by the Chartered Accountant</p>							

NOTE:

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

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

(n) Procure Cell 403, GNFC 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 SE (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

- 3.1 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.
- 3.2 The invitation for Bids is open to all eligible bidders meeting the eligibility criteria as defined in clause regarding Eligibility Criteria.
- 3.3 All bidders shall fill the forms provided in Section – IV- Part – I "To be submitted by the bidders with their bids".
- 3.4 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.
- 3.5 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 previous financial year, should be at least R s. 19.60 Lakhs certified by chartered accountant.	Turnover Certificate issued by the Chartered Accountant.

TECHNICAL QUALIFICATION

2.	<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> <p>i) Three similar completed works, each costing not less than the amount equal to Rs. 26.13 lakhs, or, ii) Two similar completed works, each costing not less than the amount equal to Rs. 32.66 lakhs, or, iii) One similar completed work costing not less than the amount equal to Rs. 52.26 lakhs</p>	<p>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.</p> <p>A copy of the work order should also be submitted for which the bidder is submitting completion certificate.</p> <p align="center">'OR'</p> <p>Performance certificate issued by the client in respect of the work for which completion certificate is issued.</p>																								
3.	"Similar Works" definition	<p>Similar Works means, 'Comprehensive Annual Maintenance Contract of Road Weighbridges of 100MT or above' in any Govt. / Semi Govt. / PSU / Pvt. reputed organization.</p>																								
4.	The bidder should submit valid license for carrying out Nature of Maintenance work involved in this tender issued by Office of the Controller of Legal Metrology Department.	Repairer License of Weighbridge capacity up to 100MT or higher under Legal Metrology act for the Kutch/Gujarat Region.																								
5.	<p>Bidders who meet the minimum qualification criteria will be qualified only if their available bid capacity is more than the total bid value. The available bid capacity will be calculated as under: Assessed Available Bid capacity = $A \times N \times 2 - B$, Where, "N" = Number of years prescribed for completion of the subject contract. "A" = Maximum value of works executed in any one year during last seven years (at current price level). "B" = Value at current price level of existing commitments and ongoing works to be completed in the next 'N' years. Note: For bringing value of works to current level, multiplying factor to be indicated in tender with reference to escalation based on WPI.</p> <table border="1" data-bbox="363 1682 1402 1839"> <thead> <tr> <th>Financial Year</th> <th>2021-22</th> <th>2020-21</th> <th>2019-20</th> <th>2018-19</th> <th>2017-18</th> <th>2016-17</th> <th>2015-16</th> </tr> </thead> <tbody> <tr> <td>Index</td> <td>139.4</td> <td>123.4</td> <td>121.8</td> <td>119.8</td> <td>114.9</td> <td>111.6</td> <td>109.7</td> </tr> <tr> <td>Multiplying Factor</td> <td>1.00</td> <td>1.13</td> <td>1.14</td> <td>1.16</td> <td>1.21</td> <td>1.25</td> <td>1.27</td> </tr> </tbody> </table> <p>The Bidder shall furnish statements showing the value of existing commitments and ongoing works as well as the stipulated period of completion remaining for each of the works preferably countersigned by the Nodal Office or his nominee-in charge.</p>		Financial Year	2021-22	2020-21	2019-20	2018-19	2017-18	2016-17	2015-16	Index	139.4	123.4	121.8	119.8	114.9	111.6	109.7	Multiplying Factor	1.00	1.13	1.14	1.16	1.21	1.25	1.27
Financial Year	2021-22	2020-21	2019-20	2018-19	2017-18	2016-17	2015-16																			
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	<p>IMPORTANT:</p> <p>(i) The value of annual turnover is not to be considered towards "A" in the formula.</p> <p>(ii) The information may be provided as per the format given at Section-VIII.</p>
	<p>Note:</p> <p>(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. Along with the TDS certificate, a statement should be submitted giving details showing the name of the client, gross amount of the work, TDS amount and net payment received. The statement should be signed by the Chartered Accountant.</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 – Part – I.
- f. PAN, Registration with GST, Provident Fund Authorities.
- g. EMD in form of Demand draft/Banker's cheque/Pay Order.
- h. Tender fee in form of Demand draft/Banker's cheque/Pay Order.
- 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 (if project cost more than 50.00 lakhs)

- 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 & bidder can be disqualified from bidding process of DPA for a period of 03 years apart from forfeiture of EMD.

6. Joint Venture (-Not applicable-)(Please refer Clause No. 11 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 firms with at least 26% equity holding each shall be allowed to jointly meet the legibility criteria.

7. Cost of Bidding

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

8. Site Visit

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

B. Bidding Documents

9 Content of Bidding Documents

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

Bid Reference No. ML/WK/4054

- **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**
- **Section VIII** : **Format for submitting information for Bid Capacity**

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)

10.2.1 The bidder or his official representative may attend pre-bid meeting to be held at Chamber of CME on 00.00.2022 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.

- 10.2.2 The purpose of the meeting will be to clarify issues related to work and tender conditions.
- 10.2.3 Pre – Bid clarifications will be uploaded in <https://kpt.nprocure.com> or www.deendayalport.gov.in website without disclosing source of enquiry.
- 10.2.4 Non-attendance at the pre-bid meeting will not be a cause for disqualification of a bidder.
- 10.2.5 At any time prior to the deadline for submission of Bids, employer may, for any reason, whether at its own initiative or in response to a clarification sought by any prospective bidder, modify the bidding documents by amendment / addendum.
- 10.2.6 Those bidders who download the tender document from the website shall be solely responsible to check the web site for the amendment issued in shape of Corrigendum and/or Addendum.

11. Language of Bid

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

12. Documents comprising the Bid

The bid submitted by the bidder shall comprise the following:

A) Preliminary Bid:

- (i) Bid Securing i.e. EMD 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: (Supersede as per Clause no. 2 of Section-III)

- 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. The GST liability is to be borne by the by the Service Provider and service receiver as per the provision of GST Act issued from time to time. 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 EMD will not be forfeited.
- 15.3 A bidder agreeing to the request will not be permitted to modify his bid.

C. BID Security (Earnest Money Deposit-EMD)

- 16.0 The tender shall be accompanied by Earnest Money Deposit of Rs.1,96,000/- (Rupees One Lakh Ninety Six Thousand Only).The tender not accompanied with EMD shall not be considered & their technical and price bid will not be opened. The Earnest Money Deposit shall be submitted in the form of Banker's Cheque/Demand Draft/Pay Order drawn in favour of DEENDAYAL PORT AUTHORITY, Gandhidham, payable at Gandhidham. Earnest money in the form of Bank Guarantee will not be accepted under any circumstances.

In case of Micro and Small Enterprise (MSEs) holding valid certificate issued by any agencies/organization under the Ministry of Micro, Small and Medium Enterprises indicating the list of activity related to the subject tender shall become eligible for exemption from payment of EMD and Bid Document fee. Such bidders shall upload the scanned copy of relevant & valid certificate for the same.

(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

17.0 Alternative Proposals by Bidders

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

18.0 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.

19.0 Amendment of Bidding Documents

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

D. Submission of Bids

20.0 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)

Annexe AO Building,
Second Floor
Room No 308
Deendayal Port Authority
Gandhidham – 370210
Kutch – Gujarat
Phone: + 91-2836-270484, 220636
Fax: + 91-2836-270184
Email: mech.div.kpt@gmail.com

b) Bear the following identification:

Accompaniments for “Comprehensive Annual Maintenance Contract for 08 Nos. of weighbridges at Deendayal Port Premises, Kandla for the period of three Years”

Bid reference No. **ML/WK/4054**

Name and address of the bidder.

21.0 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 20.10.2022 up to 15:00 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.

22.0 Late Bids

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

23.0 Modification and Withdrawal of Bids

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

E. Bid Opening and Evaluation

24.0 Bid Opening

- 24.1 On the due date and time, the employer will first open Technical bids of all bids received including modifications.
- 24.2 In the event of the specified date for Bid opening being declared a holiday by the employer, the Bids will be opened at the appointed time on the next working day at the same time.
- 24.3 If any Bid contains any deviation from the Bid documents and / or if the same does not contain Bid security i.e., EMD and tender fees in the manner prescribed in the Bid documents, then that Bid will be rejected and the Bidder will be informed

accordingly.

- 24.4 The bids which are technically qualified, their financial bids will be opened. The date of opening of financial bid will be declared in the <https://kpt.nprocure.com> and www.deendayalport.gov.in .
- 24.5 The price bid i.e., BOQ will be opened only those bids qualify technically.

25.0 Clarification of Bids

- 25.1 To assist in the examination and comparison of Bids, the employer may, at his discretion, ask any Bidder for clarification of his Bid, including breakup of unit rates. The request for clarification and the response shall be in writing, but no change in the price of substance of the Bid shall be sought, offered, or permitted.
- 25.2 No Bidder shall contact the employer on any matter relating to his bid from the time of the bid opening to the time the contract is awarded.
- 25.3 Any effort by the Bidder to influence the employer's bid evaluation, bid comparison or contract award decisions, may result in the rejection of his bid.

26.0 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 Bid security 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.

27.0 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

28.0 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 amount of BOQ subject to submission of agreement and performance security.

The employer, if so required, reserves the right to:**(-Not Applicable-)**
(Please refer Clause No. 11 of Section-III)

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

29.0 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.

30.0 Letter of Acceptance:

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

31.0 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/Intent") the contract amount, completion period of the work, etc. will be mentioned in line with the tender conditions.
- ii) The notification of award will constitute the formation of the Contract subject to the furnishing of a performance security in accordance with the provisions of tender condition.
- iii) The Agreement will be submitted by successful Bidder within 14 days (National Bid) 28 days (Global Bid) of issue of the notification of award (Letter of Acceptance/Intent). The agreement will incorporate all correspondence between the employer and the successful bidder.

32.0 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/Intent.
- i) The successful Bidder will be required to execute an agreement at his expense on Three Hundred Rupees (Rs.300/-) Non-Judicial Stamp Paper in the proper departmental format (Form 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/Intent.
- 32.2 Pending preparation and execution of the contract agreement as above, the tender submitted by the Contractor together with Chief Mechanical Engineer's letter /fax accepting the tender shall constitute a binding contract between the Board and the Contractor.
- 32.3 The contract period shall be reckoned from the date of issue of Work-order to commence the work.
- i) The original agreement as per the format attached with the tender should be executed on a stamp paper of appropriate value (at present Rs.300/-)
 - ii) The Agreement should be submitted in duplicate and the date of execution is to be kept blank.
 - iii) Each page of the document is to be signed by the Contractor/ his authorized representative by indicating his full name.
 - iv) If the Contractor is a partnership firm, then a copy of the Partnership Deed and in case it is a Company, a copy of Memorandum and Articles of Association along with Registration Certificate is to be submitted.
 - v) If the agreement is signed by a Partner/ a Director/ an authorized person of the firm, in such case, a certified true copy of the power of attorney/ letter of authority given by the firm/ company to the signatory of the Contractor firm is to be submitted.
 - vi) The entire agreement should be in type written form/ computer printed form.
 - vii) Leaving blanks and insertion of some contents of the agreement with hand writing should be avoided.
 - viii) All corrections/ additions made in the agreement are to be initialed.

33.0 Performance Security

- i) Security deposit shall consist of Performance Guarantee to be submitted at award of work. Performance Guarantee should be 3% of the contract price which should be submitted in form of Bank Guarantee, or Demand Draft within (21 days in case of domestic bids and within 28 days in case of global bids) of receipt of Letter of Acceptance/Intent which will be refunded immediately not later than 14 days from completion of contract/defect liability period.
- ii) 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.
- iii) 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.

- iv) The performance guarantee cum security deposit in the form of bank guarantee issued by Scheduled Banks as well as nationalized banks (except co-op Banks) having its branch at Gandhidham.
- v) 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.
- vi) The Performance Guarantee cum Security Deposit will be released after successful completion of guarantee period.
- vii) 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".

34.0 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.

35.0 Time Schedule (Supersede as per Clause no. 5 of Section-III)

The Contract shall be effective from the date of issue of Work-Order and the work shall be completed within specified completion period of 36 months. The same shall be extendable to further 12 months based on mutual consent, on same terms, conditions & rate of third year.

36.0 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 Deendayal Port Authority, a body corporate under Major Port Authorities Act, 2021, by notification issued by the Government of India, acting through its Chairman, Dy. Chairman or Chief Mechanical Engineer or any other officers so nominated by the Board.
- b. **“Contractor”** means the person or persons, firm, corporation or company whose tender has been accepted by the employer and includes the Contractor’s servants, agents and workers, personal representatives, successors and permitted assigns.
- c. **“Contract”** means and includes Tender Documents, Instructions to Bidders, General Conditions of Contract, Drawings, Specifications, and Schedules etc., any amendments thereto, Bid, Letter of 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.

- 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: (Supersede as per Clause No. 3 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 (Supersede as per Clause no. 4 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
 - b) loss of or damage to equipment
 - c) loss of or damage of property (except the works, plant, materials and equipment) in connection with contract, and
 - d) personal injury or death
- 8.2 Policies and certificates for insurance shall be delivered by the contractor to the engineer in charge or his nominee before the commencement of work. All such insurances shall provide for compensation to be payable to the types and proportions of currencies required to be rectify the loss or damage incurred.
- 8.3 Alterations to the terms of insurance shall not be made without the approval of the engineer in charge or his nominee,
- 8.4 All the materials shall stand insured from the time of arrival at site till commencement of erection against fire, pilferage, damage and against natural calamities for the value of 90% of each item.
- 8.5 During erection and till the work is completed and satisfactory taken over by the DPA after testing the materials shall stand covered by suitable erection insurance also for the value of 110% of the item. The charges for the insurance shall be borne by the Contractor.

9.0 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 e.g. 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 (Supersede as per Clause no. 7 of Section-III)

- 11.1 In case of delay in completion of the contract, liquidated damages (LD) may be levied at the rate of ½% 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 part 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-) (Please refer Clause No. 11 of Section-III)

- 14.1 The warranty period shall be valid up to six/twelve months (6 months for repairs and 12 months for new works including supplied items) with effect from the date of acceptance of the work and/or services, unless otherwise specified in the scope of work/Special Conditions of Contract (SCC).
- 14.2 The Contractor shall warrant the Board that the goods and services under this contract will comply strictly with the contract, shall be first class in every particular case and, shall be free from defects. The Contractor shall further warrant the Board that all materials, equipment and the supplies furnished by him will be new and fit for their intended purposes.

- 14.3 The Board shall promptly notify the Contractor in writing of any claim arising under this Warranty. Upon receipt of such notice, the Contractor shall promptly repair or replace the defective goods and/or services at no cost to the Board.
- 14.4 If the Contractor, having been notified, fails to rectify the defects in accordance with the contract, the Board may proceed to take such remedial action as may be necessary, at the Contractor's risk and cost.

15.0 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 & TDS on GST 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 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 -)

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:

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.
 - 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 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.
- (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 Authority 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 33e-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 pied 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 (Supersede as per Clause no. 8 of Section-III)

- (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 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) 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 specifications and drawing 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

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

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

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:

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:

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

42.0 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. 09 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 its request with adequate justification.

45.0 Approvals:

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

46.0 Third Party Inspection:

- 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 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 payment as per Payment Terms.

47.0 Bar Chart (-Not Applicable as per Clause No. 11 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

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

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

Contractor shall obtain such Police Clearance Certificate from Police available against a nominal fee per Certificate and they will submit this Certificate giving Work Order reference on it, to the Office of the Engineer in Charge of respective Divisions, to be

forwarded to Commandant, CISF which our Security Department along with request for issuance of Entry Passes.

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

a) Submission of Labour Reports by Every Fortnight:

The contractor shall submit, by the 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.

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

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

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: (Modified as per Clause No.12 of Section-III)

The contractor shall have valid electrical contractor's licence for carrying out electrical work of nature involved in this tender obtained from the Commissioner of Electricity, Energy & Petrochemical Department, (Inspection wing), Block No.18, 6th floor, Sector No.II, UdyogBhavan, Gandhinagar, Government of Gujarat without which the tender shall not be accepted. Contractor shall submit certificate and copy of the licence in lieu of the same for consideration.

The contractor shall engage a person having 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, UdyogBhavan, Gandhinagar, Government of Gujarat or equivalent authority from the other states/central Govt., under whose supervision electrical work will be carried out.

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 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

The bidder has to execute Integrity pact agreement with Deendayal Port Authority (As per agreement enclosed). Appointed, Independent External Monitor Integrity Pact, whose address as under:

1) Shri. S K Sarkar, IAS (Retd.)
B-104, Nayantara Aptt.,
Plot 8 B, Sec 07, Dwarka,
New Delhi – 110 075,
Mobile Nos. 98111 49324
Email:sarkar1979@gmail.com

2) Shri. Saurabh Chandra, IAS (Retd.)
A-9, Sector 30, NOIDA(UP).
PIN 201301
Mob.: 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 **Supdt. 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. Contract Prices: (This clause is in supersession of clause no. 13 of Section-I)

The rate for the Comprehensive Maintenance Contract shall be quoted as per Schedule-B in the price bid document and shall not be subject to any escalation for any reason whatsoever.

The rates quoted shall be inclusive of packing and forwarding of materials (if any), lodging & transportation, insurance and all statutory levies excluding GST and shall remain firm & final till satisfactory completion of entire work at Deendayal Port Authority as per terms and conditions of the contract.

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 tax.

The Services provided by the agency shall be inclusive of all except GST and no extra payment shall be entertained.

3. Payment: (This clause is in supersession of clause no. 7 of Section-II)

3.1 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.

- 3.2 No Advance payment will be made.
- 3.3 The personals engaged by the Agency shall be employee of the Agency throughout the contract period and it shall be the duty of the Service Provider to pay their salary every month in time by the Service Provider. In time means within first week of every month.
- 3.4 The Agency will submit the bill in triplicate in the 1st week of every following three month for payment with reference to rates quoted in the price bid per month. The payment will be made of the amount after necessary deduction in terms of penalty. The normal time to make payment by this Port is 30 days from the date of receipt of bill along with all supporting documents. No interest will be paid by Port Authority for delay in payment on any account.
- 3.5 The Agency should submit the bill every 3 month along with the details of payment to the engaged staffs viz., Name of the employee, Gross Salary, Deductions, Net amount credited into bank, name of the Bank and date on which the amount was credited in to the bank. The Service Provider must certify that the payment to the employees provided by him has been credited to concerned individual bank account.
- 3.6 Payments to the Agency would be strictly on certification by the office and Third Party Inspection report that his services were satisfactory as per the subject tenders. Payment will be released for the work after deduction of taxes after satisfactory completion of work.
- 3.7 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.
- 3.8 Payment shall be made on 3 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. Insurance: (This clause is in supersession of clause no. 8 of Section-II)

- 4.1 All manpower to be posted at site area shall be insured under the Workmen Compensation Act.
- 4.2 It will be entirely the Agency's responsibility to take required steps to adequately safeguard the personnel and to ensure that the work is carried out in such a manner that maximum safety to the personnel is assured. The agency shall follow all precautions as required for safety of workman by ILO regulations, etc.
- 4.3 No claim / compensation of whatsoever nature shall be entertained by the DPA for any loss of property or injury or loss of life during the occurrence of any accident to the consultant's staff / officials. Agency is required to get insurance for his staff and property at own cost.

5. Contract Period: (This clause is in supersession of clause no. 35 of Section-I)

- 5.1 The Comprehensive Annual Maintenance Contract will be for 36 months from the date of award of work. The same shall be extendable to further 12 months based on mutual consent, on same terms, conditions and Rate of Third Year.
- 5.2 Any notice to the agency shall be deemed to be sufficiently served, if given or left in writing or email at his usual or last known place of abode or business.
- 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 The deployed staffs are obliged to assist Deendayal Port Authority their duties at the premises with due diligence and take all precautions to avoid any loss or damage to the Government property/personnel.
- 5.5 DPA reserves the right to increase / decrease the quantum of assigned work.
- 5.6 DPA also reserves the right to foreclose the contract with three months' notice period without payment of any compensation.

6. Rejection:

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. Liquidated Damage/Penalty (Clause No.11 Section-II is Supersede as under):

7.1 FOR THE NON AVAILABILITY OF THE WEIGHBRIDGE:

a) In case of breakdown of Total Weighing system:

1. Each weighbridge should be available for operation at least 90% of days during each month failing which Rs.2000 as a penalty per day or part thereof per Weigh Bridge will be levied for each day the weighbridge remains non-operational after the above mentioned period. It is expected that the weighbridge will be operated round the clock.
2. The contractor shall ensure that any electrical/electronic/mechanical break-down of the weighbridge is attended to within 1 hrs. of receipt of information, the weighbridge is commissioned within a reasonable time not exceeding 8 hrs. For this purpose, sufficient inventory of spares including Load Cells etc. shall be maintained by the contractor at their own cost. The contractor shall attend break-downs of weighbridges round the clock on all 7 days of the week & 365 days of the year. If the breakdown is not rectified within 24 hours the contractor will pay penalty as per mention above in Point No.1.
3. The **Preventive Maintenance** will have to be carried out by the contractor **every six month for the period of 10 (Ten) days** including **Major Repair/Overhauling and Painting Once in a Year** with proper programme in advance in consultation with the EIC to avoid hampering of Weighment work. **During the preventive maintenance, the weighbridge under maintenance will not be considered under break-down and no penalty will be deducted on this a/c.**

b) In case of breakdown of only UPS System

1. It is expected that UPS System should be working round the clock, For Non-working of UPS System a **penalty of Rs.500/- per day** will be levied.
2. DPT may at their discretion procure one new UPS after one month at the risk & cost of the CAMC holder. The amount will be realized from CAMC holder's bill.
3. In case CAMC holder replaces the same it must be identical i.e. same type/rating/capacity etc. failing which the original will not be returned to them.

c) In case of breakdown of only Printer

1. Breakdown of the printer is considered as the Breakdown of the Weighbridge and Penalty amount will be considered as mentioned at Section –III Clause No.7.1.a)
2. DPT may at their discretion procure one new Printer after one month at the risk & cost of the CAMC holder. The amount will be realized from CAMC holders bill.
3. In case CAMC holder replaces the same it must be identical i.e. Off same type/ratting/capacity etc. Failing which the original will not be returned to them.

7.2 Penalty amount mentioned at **7.1 a),b),c) above and Clause No.7.2 of Section-V** is subject to maximum of 10% of the contract value.

7.3 DEFECTS IN WORK DONE:

If at any time, EIC or his authorized representative decides that any work done by Contractor is defective or not in accordance with Contractor, or that the WORK or portion thereof are defective or do not fulfill the requirement of Contractor, as soon as reasonably applicable, gives to the Contractor notice in writing of the said decision, specifying particulars of the defects alleged to exist or to have occurred, the Contractor shall at his own expenses and with all speed make good the defects. If the Contractor fails to make good such defects with reasonable speed, DPA shall arrange to carry out repairs to such defects/damages by itself / through another party and the expenses so incurred by DPA shall be recovered from the Contractor.

7.4 CAMC charges for the particular withdrawal weighbridge:

DPA reserves the right to withdraw any Weighbridge from the contract permanently or for the specific period due to any reason, in such case the payment of CAMC charges for the particular withdrawn weighbridge will be stopped from the date so declared by the management.

8. Employer's Obligation (Clause No.30 of Section-II is Supersede as under):

- 8.1 DPA shall provide Electrical power supply on chargeable basis. Contractor may use an extension cable at this own cost with prior permission of DPA. However, prior written permission has to be taken well in advance so as not to affect the maintenance work. If DPA is unable to provide electricity and water the same will be arranged by the contractor at his own cost.
- 8.2 Assist, without any commitment, Administrative support only, for obtaining clearance from any statutory authority, if any, shall be provided by the employer.

- 8.3 The employer will provide Port Authority Quarters subject to availability 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. If DPA is unable to provide Port Authority Quarters the same will be arranged by the contractor at his own cost.
- 8.4 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.

9. 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.

- 10.** 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.
- 11.** The clause no. 06 of Section –I, clause no.28-a) & b) of Section –I, clause nos. 14 & clause nos. 47 of Section-II are deleted and not applicable.
- 12. Valid Weighbridge Maintenance Contractor License :**
(Clause no.55 of Section-II is replaced asunder)

Contractor shall have Repairing License of Weighbridge capacity up to 100MT or higher under Legal Metrology act for the Kutch/Gujarat Region. Contractor shall submit copy of the license for consideration.

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

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 ban 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
(To be executed on bidder's letter head)

(Form-1)

The Supdt. Engineer (M),
Annexe AO Building,
Second Floor
Room No 308
Deendayal Port Authority
Gandhidham – 370210
Kutch – Gujarat
Phone: + 91-2836-270484, 220636
Fax: + 91-2836-270184
Email: mech.div.kpt@gmail.com

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 **ML/WK/4054**
- (c) our tender shall be valid for the period of 120 days, from the date fixed for the tender submission deadline and it shall remain binding upon us and may be accepted at any time before the expiration of that period or any extended period.
- (d) If our tender is accepted, we commit to submit a performance guarantee for the due performance of the contract, as specified in specimen form for the purpose.
- (e) No Joint Venture / Joint Venture **(TO BE SPECIFIED BY THE BIDDER)**
- (f) Our firm, its affiliates or subsidiaries- including any subcontractors or contractors for any part of the contract – has not been declared ineligible by the port, under laws of India or official regulations.
- (g) We understand that this tender, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal contract agreement is prepared and executed.
 - I. We understand that you are not bound to accept the lowest evaluated tender or any other tender or you can also split the work that you may receive.
 - II. We also make a specific note clause of [ITB, NIT] under which the contract is governed.

Signed: [insert signature of person whose name and capacity are shown]

In the capacity of [insert legal capacity of person signing the form of tender]

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

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

Dated on _____ day of _____,

(insert date of signing)

Specimen format for Pre-qualification of bidders

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

1. Only for individual bidders

Constitution of legal status of Bidder (Attach copy)

- Place of registration:
- Principal place of business
- (power of attorney of signatory of Bid (Attach)

2. Turnover of the Firm

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

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

Attested Copy of Annual Turnover during last three year ending 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.	2015-16		
	2016-17		
	2017-18		
	2018-19		
	2019-20		
	2020-21		
	2021-22		

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

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

Other party (ies)	Port	Cause dispute	of	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),
 Annexe AO Building,
 Second Floor
 Room No 308
 Deendayal Port Authority
 Gandhidham – 370210
 Kutch – Gujarat
 Phone: + 91-2836-270484, 220636
 Fax: + 91-2836-270184
 Email: mech.div.kpt@gmail.com
 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 firm changes, we commit ourselves to inform you and acknowledge your sole right to review the pre-qualification made.
- (d) We enclose all the required pre-qualification data format and all other documents and supplementary information required for the pre-qualification evaluation.
- (e) We also state that no changes have been made by us in the downloaded tender formats and understand that in the event of any discrepancies observed, the tender hoisted on website of (n) procure is full and final for all legal/contractual obligations.
- (f) We also declare that, our firm has not been banned / de-listed by any government or PSUs.
- (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),
Annexe AO Building,
Second Floor
Room No 308
Deendayal Port Authority
Gandhidham – 370210
Kutch – Gujarat
Phone: + 91-2836-270484, 220636
Fax: + 91-2836-270184
Email: mech.div.kpt@gmail.com

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:

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)

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)herein after referred to as "The Bidder/Contractor

Preamble: The Principal intends to award, under laid down organizational procedures, contract/concession for Tender No. The Principal values full compliance with all relevant laws and regulations, and the principles of economic use of resources, and of fairness and transparency in its relations with its Bidders. The Central Vigilance Commission (CVC) has been promoting Integrity, transparency, equity and competitiveness in Government / PSU transactions and as a part of Vigilance administration and superintendence, CVC has, recommended adoption of Integrity Pact and provided basic guidelines for its implementation in respect of major procurements in the Government. Organisations in pursuance of the same, the Principal agrees to appoint an external independent Monitor who will monitor 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 execution of a contract, demand, take a promise for or accept, for him/herself or third person, any material or immaterial benefit which he/she is not legally entitled to.

(b) The Principal will, during the pre-contract stage, treat all BIDDERS alike, and will provide to all BIDDERS the same information and will not provide any such information to any particular BIDDER which could afford an advantage to that particular BIDDER in comparison to other BIDDERS.

(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 relevant Anti-Corruption Laws of India, or if there be a substantive suspicion in this regard, the Principal will inform its Vigilance Office and in addition can initiate disciplinary actions. In such a case, while an enquiry is being conducted by the Principal, the proceedings under the contract would not be stalled.

Section 2 - Commitments of the Bidder / Contractor

(1) The Bidder/Contractor commits themselves to take all measures necessary to prevent corrupt practices, unfair means and illegal activities, during pre-contract as well as post contract stages. He commits himself to observe the following principles during the contract execution.

a. The Bidder/Contractor will not, directly or through any other person or firm, offer, promise or give to any of the Principal's employees involved in the execution of the contract or to any third person any material or immaterial benefit, which he/she is not legally entitled to, in order to obtain in exchange of advantage of any kind, whatsoever during the execution of the contract.

b. The Bidder/Contractor 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/Contractor will not commit any offence, under the relevant Anticorruption Laws of India; further the Bidder/Contractor 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 will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.

e. The Bidder/Contractor will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries, in connection with the award of the contract.

f. The Bidder commits to refrain from giving any compliant directly or through any other manner without supporting it with full and verifiable facts.

g. The Bidder shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the Principal.

(2) The Bidder/Contractor will not instigate third persons to commit offences outlined above or be an accessory to such offences.

Section-3 Disqualification from or exclusion from future contracts

If the Bidder, before award of contract, has committed a transgression, through a violation of Section-2 or in any other form, such as to put his reliability as Bidder, into question, the principal is entitled to disqualify the Bidder, from the tender process, or to terminate the contract, if already signed, for such reason.

1. If the Bidder/Contractor has committed a transgression, through a violation of Section-2, such as to put his reliability, or credibility into question, the Principal is entitled to disqualify the Bidder/Contractor from the tender process, terminate the contract if already awarded and also, to exclude the Bidder/Contractor from future contract award processes. The imposition and duration of the exclusion, will be determined by the severity of the transgression. The severity will be determined, by the circumstances of the case, in particular the number of transgressions, the position of the transgressions, within the company hierarchy of the Bidder and the amount of the damage. The execution will be imposed for a minimum of 6 months and maximum of 3 years.

Note: A transgression is considered to have occurred, if in the light of available evidence, no reasonable doubt is possible.

2. The Bidder accepts and undertakes to respect and uphold, the principal's Absolute right to resort to and impose such exclusion and further accepts and undertakes, not to challenge or question such exclusion, on any ground, including the lack of any hearing before the decision, to resort to such exclusion is taken. This undertaking is given freely and after obtaining independent legal advice.

3. If the Bidder/Contractor can prove that, he has restored/recouped the Damage caused by him and has installed a suitable corruption prevention system, the Principal may revoke the exclusion prematurely.

Section-4 Compensation for Damages

1. If the Principal has disqualified the Bidder, 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 equivalent to 5% of the contract value, or the amount equivalent to Security Deposit/Performance Bank Guarantee, whichever is higher.

3. The Bidder agrees and undertakes to pay the said amounts, without protest or demur, subject only to condition that, if the Bidder/Contractor 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 transgression has occurred in the last 3 years, with any other company, in any country, or with any other Public Sector Enterprises in India, that could justify his exclusion from the award of the contract.

2. If the Bidder makes incorrect statement on this subject, it can be declared disqualified for the purpose of the contract and the same can be terminated for such reason.

Section-6 Equal treatment of all Bidders/Contractors/Subcontractors

1. The Bidder/Contractor undertakes to demand from all subcontractors, a commitment in conformity with this Integrity Pact, and to submit it to the Principal before contract signing.
2. The Principal will enter into agreements with identical conditions as this one which all Bidders, Contractors and Subcontractors.
3. The Principal will disqualify from the tender process all Bidders, who do not sign this part or violates its provisions.

Section-7 Criminal charges against violating Bidders / Contractors / Sub – contractors

If the principal obtains knowledge of conduct of a Bidder/Contractor or Subcontractor, or of an employee, or a representative, or an associate of a Bidder/Contractor, or Subcontractor, which constitutes corruption, or if the Principal has substantive suspicion, in this regard, the Principal will inform the Vigilance office.

Section-8 External Independent Monitor

1. Pursuant to the need to implement and operate this Integrity Pact the Principal has appointed 1) Shri S.K. Sarkar, IAS (Retd.) and 2) Shri. Saurabh Chandra, IAS (Retd.) independent Monitor, for this Pact. 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 to the Chairperson of the Board of the Principal.
3. The Bidder/Contractor 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 request and demonstration of a valid interest, unrestricted and unconditional access, to the project documentation. The same is applicable to Subcontractors. The monitor is under contractual obligation, to treat the information and documents of the Bidder/Contractor/Subcontractor with confidentiality.
4. 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.
5. As soon as the Monitor notices a violation of this agreement, he will so inform the Management of the Principal and request the management to discontinue, or heal the violation. Or to take other relevant action. The Monitor can in this regard submit nonbinding 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.

6. 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 of intimation to him by the 'Principal' and, should the occasion arise, submit proposals for correcting problematic situations.

7. If the Monitor has reported to the Chairperson of the Board, a substantiate suspension of an offence, under relevant Anti-Corruption Laws of India, and the Chairperson has not, within reasonable time, taken visible action to proceed against such offence, or reported it to the Vigilance Office, the Monitor may also transmit this information directly to the Central Vigilance Commissioner, Government of India.

Section-9 Pact Duration

This Pact begins when both parties have signed it. It expires 12 months after the last payment under the contract Agreement is made.

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 3 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, before they become effective and binding on the both parties.

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 intensions.

For the Principal
Place: Gandhidham

For the Bidder/Contractor

Witness-1: Witness-2:

Date: ____/____/2022

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 ,
Deendayal Port Authority
A.O. Building, P.O. Box No.50,
Gandhidham-Kutch.

In consideration of the Board 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 there of be deemed to include the Board 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 _____ 22

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),
Annexe AO Building,
Second Floor Room No 308
Deendayal Port Authority Gandhidham – 370210 Kutch – Gujarat
Phone: + 91-2836-270484, 220636
Fax: + 91-2836-270184
Email: mech.div.kpt@gmail.com

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 Officer

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 : NEFTPayment
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 _____ between the Board of Deendayal Port Authority, a body corporate under Major Port Authorities Act, 2021, have its Administration Office Building at Gandhidham (Kutch) (hereinafter called the 'Board' which expression shall unless excluded by or repugnant to the context , be deemed to include their successors in office) of the one part and _____ (Name and address of all the partners if a partnership with all their address) hereinafter called the 'Contractor' which expression shall unless excluded by or repugnant to the context be deemed to include his / their heirs, executors , administration , representatives and assignees or successors in office of the other part.

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

WHEREAS the Contractor has 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. _____ (Chief Mechanical Engineer)
Deendayal Port Authority

2. _____

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

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

Signature of Contractor
Dated:

DEENDAYAL PORT AUTHORITY
APPLICATION FOR EXTENSION OF TIME
PART II

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

1. Date of receipt of application from _____ Contractor for the work of... _____ in the Sub-Divisional Office.
2. Acknowledgement issued by S.D.O. vide his No _____ dated _____
3. Remarks of S.D.O.
 (on the reasons given by the contractor are correct and what extension, if any, is recommended by him. If he 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?)

Dy. HOD/SE's recommendations

HOD's recommendations/approval.

Signature of Executive Engineer

Date

Signature of Superintending Engineer

Date

Signature of Chief Mechanical Engineer

Date

SECTION-V

Scope of Work of the Contract

1. The comprehensive maintenance contract means that the contractor has to carry out Daily Routine, Preventive, Scheduled, Breakdown maintenance, Daily Cleaning, Major Repair and Painting of 08 Nos. Weighbridges, installed at Deendayal Port Premises. The detailed specifications of these Weighbridges are enclosed at **Annexure-A**. The scope covers all the spares and labor for the CAMC period. The scope covers up keeping of all the 08 nos. of Weighbridges in good working condition, including all spares/consumables, labor and machineries (i.e. Lifting Tools, Equipment etc.) required for smooth functioning of Weighbridges during the CAMC period.
2. The above scope of work may be increased or decreased as per the requirement in future i.e. addition or deletion of any Weighbridges from the contract, increase or decrease in the manpower etc. The additional scope of work shall be governed under the same terms and conditions. The charges as applicable will be increased or decreased as per rates provided in the contract with mutual consent. **DPA reserves the right to withdraw any Weighbridge from the contract permanently or for the specific period due to any reason, in such case the payment of CAMC charges for the particular withdrawn weighbridge will be stopped from the date so declared by the management.**
3. **CONDITION OF WEIGHBRIDGES:**
 - 3.1 The Weighbridges have to be inspected and surveyed by the Contractor. The Contractor shall accept the Weighbridges and its equipment on "**as is where is**" basis and DPA makes no representation or warranty whatsoever. DPA however will make available to the Contractor all certificates and documents (if available) pertaining to the said Weighbridges for inspection and it will be deemed that the Contractor has inspected the same and is satisfied with the documents, Certificates and the condition of the said Weighbridges etc. The Contractor shall not be entitled to make or lodge any claim against DPA on account of any agreement, representation or warranty, either express or implied, with respect to the condition or fitness of the Weighbridges and pre- inspection of Weighbridges to access the condition. The weighbridge will be handed over to the Contractor in working condition; with the existing system on "**as is where is**" basis. Contractor have to continue to provide services for the awarded working weighbridges consisting of existing IT Kit, digitizer, software, load cells/ sensors, UPS, Batteries, Printers, Civil Ramp at Entry-Exit side of Weighing Platform, Mechanical Structure, Others Mechanical and Digital Supporting Instrument/Items for uninterrupted and Smooth Functioning of weighbridge, irrespective of the make of the same. The weighbridge to be maintained strictly in accordance with the stipulation of Department of Legal Metrology.
 - 3.2 In case the Contractor feels to change any of the above items, with their resources while commencing of the CAMC the charges/ cost of the same will have to be borne by the contractor without any degradation of the performance/ Weighment of the

weighbridge. In case if the weighbridge is not working due to broken/ damaged/Non performing Accessories-parts of the weighbridge, the same shall be Repaired/Replaced by the Contractor.

- 3.3 In case weighing Structure (i.e. Main Beam, Cross Beam, Platform Plate etc. found Damage/Cracked same shall be replaced by the Contractor. No Patch work on the weighing Platform plate shall accepted for entire CAMC period. The existing patch at weighing platform shall be removed by the contractor with new plate (Minimum 12mm).
- 3.4 It shall be deemed that the Contractor has visited the site/ area and got fully acquainted with the working conditions and other prevalent conditions and fluctuations thereto, whether he actually visits the site / area or not and has taken all the factors into account while quoting the rates during bidding. Bidders are advised in their own interest, to visit the location and satisfy themselves about the site condition, layout, etc. before submitting their bid.
- 3.5 The Weighbridge system and their installation shall follow the Metrological Rules and norms laid down by the Government Body and as amended from time to time. In case any conflict of the aforesaid rules / norms with the specifications contained in this document, clarification should be obtained from the tendering authority.
- 3.6 It shall normally not be required to take downtime of the Weighbridge without the scheduled preventive maintenance. However, in the event, where in the opinion of the Contractor's personnel, it is felt that a downtime/temporary suspension of the Weighbridge is necessary, the same shall be requested for in writing and permission of the Weighbridge Maintenance In-charge obtained before proceeding ahead. After completion of the repairs, the Contractor's personnel will give in writing that the correction has been done and the WB is fit to be used normally. It may be noted that in such a case, the time period from the breakdown to correction shall be logged as a breakdown period of the Weighbridge. A log of all such breakdowns and their period shall be maintained.
- 3.7 During the CAMC period, any alteration required in system for implementation of ERP in DPA, contractor shall carryout necessary modification in system so as to enable the system of connect with ongoing ERP, at his own cost. No payment shall be made against the said modification/alteration.

4. LIABILITY OF DPA : DPA shall:-

- 4.1 Endeavour to make available drawings, manuals and literature of the Weighbridges to the Contractor as and when required for carrying out his obligations hereunder. However, if any specific drawing/manual pertaining to any Weighbridge/Equipment is not available with DPA, the contractor has to arrange the same at his own cost. No request in this regard shall be entertained.
- 4.2 Assist, without any commitment, the Contractor in obtaining clearances from Government agencies to import spares on DPA's behalf only up to the extent of issuing letter of request to the different agencies/authorities.

- 4.3 DPA shall provide Electrical power supply on chargeable basis. Contractor may use an extension cable at this own cost with prior permission of DPA. However, prior written permission has to be taken well in advance so as not to affect the maintenance work. If DPA is unable to provide electricity and water the same will be arranged by the contractor at his own cost.
- 4.4 Adequate space for storage of spares and tools and shackles shall be provided by DPA free of cost at convenient location subject to availability. If DPA is unable to provide the location, the same will be arranged by the contractor at his own cost.
- 4.5 The employer will provide Port Authority Quarters subject to availability 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. If DPA is unable to provide Port Authority Quarters the same will be arranged by the contractor at his own cost.

5. LIABILITY OF THE CONTRACTOR:

- 5.1** The Contractor will maintain the Weighbridges, its equipments i.e. IT Kit, digitizer, software, load cells/ sensors, UPS, Batteries, Printers, Civil Ramp at Entry-Exit side of Weighing Platform, Mechanical Structure, Others Mechanical and Digital supporting Instrument/Items etc. for un-interrupted and Smooth Functioning of weighbridge **ROUND THE CLOCK**, irrespective of the make of the same. The weighbridge will be handed over to the Contractor in "**as is where is**" basis condition along with the existing system. The weighbridge to be maintained strictly in accordance with the stipulation of Department of Legal Metrology and maintain/ensure the accuracy of the weigh bridge as per Weight & Measurement Act. It shall be sole responsibility of the contractor to ensure accuracy and quality of the work.
- 5.2** The contractor will attend to the complaints and breakdowns promptly as and when required Round the Clock (24 X 7).
- 5.3** The spare parts/material/consumable supplied & installed/fitted by the contractor should be brand new /original genuine one and from the reputed manufacturers / sources to ensure satisfactory performance. Before using any spare, the same should be shown and got approved by the EIC. The contractor will ensure that the repairs carried out do not require same repairs again within a reasonable time.
- 5.4** Contractor shall ensure that during the progress of the work no damage shall occur to Installations/equipment due to any reason, if so happens, contractor shall have to repair/replace the same at his own risk and cost. The decision of EIC shall be final and binding on the contractor in this case.
- 5.5** The Contractor shall be responsible for total maintenance including Cleaning and Painting but not limited to routine maintenance, preventive maintenance, breakdown maintenance of the Weighbridges, its equipments i.e. IT Kit, digitizer, software, load cells/ sensors, UPS, Batteries, Printers, Civil Ramp at Entry-Exit side of Weighing

Platform, Weighing Platform Underneath, Mechanical Structure, Others Mechanical and Digital supporting Instrument/Items etc. and complete technical management of the Weighbridge at his own cost including the cost of material either through self-maintenance team or through reputed workshop or through OEM/ authorized dealer as the case may be. No additional cost shall be payable to the Contractor for carrying out these maintenance work. Delays, if any by workshops, shall not be an excuse for not completing repairs and commissioning the Weighbridges in time.

5.6 All the printed circuit Board, Electronic component, intelligent terminal unit, Printer with printer cartridge and ribbon, UPS, Battery, Jumbo display unit, Keyboard, Load cells its assembly and wiring, all steel structures such as plates, girders/ boom, Fasteners etc. are covered under the maintenance contract and repair /replace cost will be at contractor's account.

5.7 Major Repair & Painting Once in a Year should consist of following jobs: -

- a) Inspection, Repair OR Replace of all wear & tear parts of Weighing Structure like Weighing Platforms Plates, Supporting Girders, Civil Ramp including Entry-Exits Side Angles, nuts, bolts, washers, spring washers etc. In case weighing Structure (i.e. Main Beam, Cross Beam, Platform Plate etc.) found Damage/Cracked same shall be replaced by the Contractor. No Patch work on the weighing Platform plate shall be accepted.
- b) Inspection, Repair OR Replace of Load cells, fuses, Junction Boxes, soldering joints, cleaning of Push Buttons & Key Boards, tightening of terminals etc. for Electronic machines.
- c) Alignment and adjustment of Load Cells, Weighing Structure etc..
- d) Replacement of Weighing Structure components, corroded/rusted studs, nuts, bolts, washers, spring washers, lugs, ferrules, terminals & connectors wherever required.
- e) Painting thoroughly after proper cleaning of rust, oil, grease, grime and flakes of old paints.
- f) Platform, structural and other accessories after Strengthening should be thoroughly painted with 2 coats of epoxy primer, one coat of MIO brown and 2 coats of finished paint of International/Sigma/Jotun Make only as per standard practice of paint manufacturers to take care of heavy abrasion due to vehicle plying on the platform and corrosive and saline weather prevailing at Port.
- g) Calibration for with Standard Weight (Minimum 1/2 of full Capacity of Weighbridge i.e. For 100MT Weighbridge calibration done with Minimum 50MT Standard Weight).

5.8 Contractor is fully responsible for Weighing ERROR/Weight Variation due to Non Cleaning of the above mention and it will be treated as a Breakdown of the Weighing Bridge. In case of any Weighing ERROR/Weight Variation it shall be contractor's responsibility to carryout necessary work to make weighbridge in working condition without any ERROR/Variation in weightment.

- 5.9** The Contractor shall be responsible for total Cleaning of Weighing system including Weighing platform underneath in respect of Pit less or Pit type Weighbridge in all weather condition. Contractor have to make necessary arrangement for removing the accumulated water under the weighing platform. Weighing ERROR/Weight Variation is not allowed in all weather condition (i.e. Rain ,Moisture Condition etc.).Contractor shall safe guard all the Load cell cable , Electronic Instrument and its wiring with proper manner to avoid Weighing ERROR/Weight Variation in all weather condition.
- 5.10** Weighbridge readings shall not differ by more than one resolution value, when the vehicle placed on different locations on the weighbridge Minimum graduation for weighbridges 100MT shall be **(±)10 Kg**. Contractor is Fully responsible for the Cleaning of Weighing Structure, Weighing Platform Underneath, Weighing and its auxiliary Instruments.
- 5.11** The safety devices, protection devices, measuring instruments, gauges etc. required during Maintenance work should be calibrated to ensure accuracy.
- 5.12** After completion of the work at any site, the contractor is required to clear the work site.
- 5.13** Contractor shall ensure that the repairs carried out do not require same repairs again within a reasonable time.
- 5.14** After completion of the contract period, contractor has to hand over the system in perfect running condition (complete in all respects as per inventory) to the department.
- 5.15** The parts/ material which requires replacement shall be of same quality/manufacturer and specifications. The dismantled parts/material shall be the property of DPA. The contractor shall transport & deposit the old parts/material at the locations instructed by DPA officials.
- 5.16** 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.
- 5.17** The Contractor shall provide residential or official accommodation at his own cost, if required for his employees.
- 5.18** Gate Pass/Entry permit shall be arranged by Contractor for any kind of man & material movements in DPA premises.

6. RECORD REGISTER :

- 6.1 The contractor has to maintain the following records in Soft and Hard Copy at his OWN COST, to Submit on regular Interval Time as decided by DPA in the format approved by DPA:

1. Daily work done register for maintenance works.
 2. Daily Checklist Record register.
 3. History book for each weighbridge wherein all the relevant details i.e. work, spare consumed etc. to be recorded regularly.
 4. Defect Register.
 5. Inventory Books for stores.
 6. Commission/ non- commission record register.
 7. UPS, Batteries, Printer maintenance register. Any other record which is required to maintain for smooth maintenance.
 8. Daily Weighing Movement History of each weighbridge.
 9. Maintain the maintenance schedule in soft/hard copy for monitoring the maintenance of all Weighbridges and it's equipment.
- 6.2 The contractor shall ensure that the staff/engineer posted for the purpose of Daily Routine visits must be recorded in Daily visit service reports along with Checklist jointly signed by the representative of DPA Maintenance Side, DPA User side and the contractor's representative. Daily Routine Visit and Daily Routine Report submitting time along with checklist shall be followed as per the instruction of DPA Official. Checklist shall be as per the decided by DPA Official.
- 6.3 All required register/detail is to be strictly maintained by CAMC Contractor during CAMC period as the Contract Labour (Regulation & Abolition) Central Rules, 1971 such as: -
1. Muster Roll Register.
 2. Register of Wages.
 3. Register of overtime.
 4. Register of advance pay.
 5. Register of accident, major accident & dangerous occurrence.

7. UTILITY VEHICAL, EQUIPMENTS :

- 7.1 The Contractor has to provide suitable **Transport Utility vehicle** (Pick up - 4+1 seater) having sufficient payload capacity carrier to transport material/spares and manpower at his own cost **round the clock** for mobilizing in time the Maintenance / Base staff to and from the Port and/or any other places and within port premises and material as required by DPA for smooth execution of the contract. The Contractor shall deploy vehicle along with driver. No extra cost shall be payable for the said deployment.
- 7.2 If the vehicle is not deployed round the clock, **a penalty of Rs. 1000/- per shift (8 hours of shift)** of non-deployment will be levied.
- 7.3 All the tools, tackles, Lifting-Cleaning Equipments/Instruments required to carry out the repair & maintenance under scope of work shall be the responsibility of contractor, no extra cost shall be entertained in this regard by DPA.

7.4 The contractor shall be responsible for carrying out all the repair and maintenance work by following safe workmanship such as using proper safety gear i.e. PPE, by using correct tools and tackle i.e. lifting gear etc.

8. STAMPING, CALIBRATION, LICENSE,ACTS:

8.1 The contractor shall have **valid Contractor's License** for carrying out **Maintenance Work of nature involved in this tender** obtained from **Legal Metrology Department**. Contractor shall submit certificate time to time during the Contract period.

8.2 Whenever the weigh bridges come under the control of the Weights & Measures authority, the contractor shall attend the weight and measures authority and during contract period the verification and stamping of the weigh bridges shall be carried out by the contractor at his cost. Any other incidental charges required for stamping shall be in Contractor's scope.

8.3 Each Weighbridge should be Calibrated with the Standard Weight (Minimum 1/2 of full Capacity of Weighbridge i.e. For 100MT Weighbridge calibration done with Minimum 50MT Standard Weight) on **Quarterly basis and as required by the DPA Officials**. The required Test weights for stamping or any other purpose shall be arranged by Contractor. Material handling arrangements like- loading, transportation and unloading etc. at site shall be made by the Contractor at his cost.

8.4 The Minimum Standard Weight for Calibration should be as per mentioned at above point (i.e.8.3), But as per Department of Legal Metrology (Weight & Measurement Act) if Higher Standard Weight required shall be follow by Contractor. The weighbridge to be maintained strictly in accordance with the stipulation of Department of Legal Metrology and maintain/ensure the accuracy of the weigh bridge as per Weight & Measurement Act. It shall be sole responsibility of the contractor to ensure accuracy and quality of the work.

8.5 The rate of CAMC is inclusive of all statutory levies/ Stamping charges but excluding GST as applicable.

8.6 The Contractor shall at all times during the continuance of the contract comply fully with all existing Acts, Regulations and bye laws including all statutory amendments, re-enactment of State or Central Government -other local authorities and any other enactments-Acts that may be passed in future either by the State or the Central Government or local authority.

8.7 This contract will be governed by and construed in accordance with the Laws of India, specially the following Acts (up to latest amendments): -

1. Weights & Measure Acts
2. Contract Labour (Regulation & Abolition) act.
3. Minimum Wages Act.
4. Factories Act.
5. Any other relevant act/ rules framed by State/ Central Government up to award of Contract.

9. **Minimum Recommended Manning :**

9.1 The profile of staff shall be as under, and shall be strictly followed by the contractor. Base/ Maintenance Staff to Be Posted at Site, DPA, Kandla (For Entire Weighbridges):

1. **Technicians:** The Contractor has to engage skilled Technicians having good experience and Competent in the field of Weigh Bridges. They shall be posted around the Clock in 8 hrs Shift Wise (At least One Technician in Each 8 hrs shift) for 365 Days for entire CAMC period. They will be responsible for the smooth functioning of all Weigh Bridges and its Auxiliary equipments.
2. **Helper:** The Contractor has to engage skilled/semiskilled helpers(having experience in the field of Weigh Bridges and shall be posted around the Clock in 8 hrs Shift Wise(At least One skilled/semiskilled helpers in Each 8 hrs shift) for 365 Days for entire CAMC period to assist the Technician.
3. **Welder cum Fitter:** The Contractor has to engage skilled Minimum 02 (Two) Welder cum Fitter having good experience and Competent in the field of Weigh Bridges. They shall be posted in General shift i.e. 09.00 hrs to 17.00 hrs and will be responsible for the Assemble, Dismantling, Fabrication(Welding-Cutting), Alignment of Weighbridges for the smooth functioning of all Weigh Bridges and its Auxiliary equipments.
4. **Cleaning Labour:** The Contractor has to engage Minimum 06 (Six) Cleaning Labour for the Cleaning of Weighing Structure, Weighing Platform Underneath, Weighing and its auxiliary Instruments. They shall be posted in General shift i.e. 09.00 hrs to 17.00 hrs and will be responsible for the cleaning of above mention. Contractor is fully responsible for **Weighing ERROR/Weight Variation** due to Non Cleaning of the above mention and it will be treated as a **Breakdown** of the Weighing Bridge. In case more cleaning labours required for attending the cleaning work due to Weighing ERROR/Weight Variation in various places of respective Weighbridges, same shall be arranged by contractor at his own cost. No extra payment shall be entertained for any extra manpower/cleaning labour deployment.
5. **Supervisors:** The Contractor has to engage 01 (One) **Supervisor** having good experience in the field of Weigh Bridges Maintenance. He shall fully responsible for the overall maintenance activities of Weighbridges. He has to submit all the maintenance schedule,maintenance report to E.I.C or his representative as per the requirement of DPA. He shall be posted in General shift i.e. 09.00 hrs to 17.00 hrs and will be responsible for the smooth functioning of all units and shall work as a coordinator between DPA & Contractor. He shall be available on call at all times.
6. **Additional staff:** The Contractor shall engage any additional staff, skilled/unskilled workers required for maintenance as and when required to full fill the Work . No extra payment in this regard will be applicable. Though the

working hours of the staff is as mentioned above but in case of emergency, they will be required to attend the work beyond these hours.

- 9.2 The above staff shows the minimum requirement to be posted for maintenance work, at Kandla. However, the contractor may deploy additional staff to fulfill the obligation as per scope of work for carrying out day-to-day maintenance work at his own cost.
- 9.3 The working hours for all the Weighbridges shall be round the clock.
- 9.4 The staffs should have a sober behavior and obedient. Any staff coming in intoxicated condition will not be accepted by the administration.
- 9.5 DPA reserves the right to ask the Contractor to remove particular person(s) from site with immediate effect if his behavior/performance is not up to the mark and/or found indulging in unlawful activities; Contractor shall immediately comply with such instructions and fill the vacant position as required.
- 9.6 The Contractor shall be directly responsible for any/all disputes arising between him and his personnel and keep indemnified against all losses, damage and claims arising thereof.
- 9.7 Within the DPA'S premises, the contractor or Contractor's personnel shall not do any private work other than their normal duties.
- 9.8 Contractor shall be fully responsible for theft, burglary, fire or any mischievous deeds by his staff and any loss to DPA shall be recovered from the Contractor. The watch and ward will be under contractor's scope.
- 9.9 Any damage caused to the property and/or machinery (including its any part) of DPA, directly and/or indirectly incidental to and connected with the execution of the work. In such case the loss shall be assessed by DPA and Contractor shall be liable to indemnify the value of such damaged property and/or machinery.

10. EXECUTION OF WORK:

- 10.1 All the work shall be executed in strict conformity to the provision of the Contract and instructions as may be given from time to time by EIC or his representative. The Contractor shall be responsible for ensuring that the works throughout the contract period are executed in proper Workman like manner with the quality and Workmanship in strict accordance with the specification and to the entire satisfaction of EIC or his representative.
- 10.2 All incidental items not shown or specified but reasonably implied for successful completion of the work shall be provided by the Contractor at their own cost.
- 10.3 Sufficient stock of spares should be maintained during the maintenance contract period by the contractor to ensure that any fault or adjustment is attended/ rectified/ carried out immediately for smooth functioning of the weigh bridge

10.4 Any other kind of equipment required for satisfactory performance of Weighbridge shall be supplied by Contractor.

11. Site cleaning after work:

11.1 The job site should be cleaned & maintained properly on completion of job. The contractor shall be responsible for removing all the unwanted material/debris/scarp regularly from the site on his risk and cost.

12. Work Site safety:

12.1 During the execution of work/ attending the complaints at site it will be the responsibility of the contractor to arrange and provide necessary barricading/ color tapes/ caution boards for smooth execution of the same.

12.2 It will be entirely the contractor's responsibility to take required steps to adequately safeguard the personnel carrying out the work and to ensure that the work is carried out in such a manner that maximum safety to the personnel is assured.

12.3 In the event of any accident occurring during the course of work, which may result in any injury to a person, the responsibility of their medical treatment will fully rest with the tenderer/contractor and expenditure incurred here on will be borne entirely by the tenderer/contractor.

13.0 DEFECTS IN WORK DONE:

13.1 If at any time, EIC or his authorized representative decides that any work done by Contractor is defective or not in accordance with Contract, or that the Work or portion thereof are defective or do not fulfill the requirement of Contract, as soon as reasonably applicable, gives to the Contractor notice in writing of the said decision, specifying particulars of the defects alleged to exist or to have occurred, the Contractor shall at his own expenses and with all speed make good the defects. If the Contractor fails to make good such defects with reasonable speed, DPA shall arrange to carry out repairs to such defects/damages by itself / through another party and the expenses so incurred by DPA shall be recovered from the Contractor.

13.2 The Deendayal Port Authority reserves the right to foreclose/ terminate the contract, if the work is not found satisfactory by issuing one-month notice with forfeiture of the CAMC security deposit/ BG.

14. Annexure-A: List of the Weigh Bridges to be Covered under CAMC:

Sr No.	Make/ Manufacture	Serial No.	Capacity		
			Maximum (MT)	Minimum (Kg)	Scale Intervals (Kg)
1	Techno (Original Optrat)	1806015	100 MT	200 Kg	10Kg
2	Techno (Original Optrat)	1806014	100 MT	200 Kg	10Kg
3	Optrat	20141003	100 MT	200 Kg	10Kg
4	Optrat	20141002	100 MT	200 Kg	10Kg
5	Endeavour	135	100 MT	200 Kg	10Kg
6	Eagle	3221012	100 MT	200 Kg	10Kg
7	Eagle	3291212	100 MT	200 Kg	10Kg
8	Avery	EB2KW164	60 MT	200 Kg	10Kg

List of the above mentioned weighbridge is tentative, DPA reserves the right to change any of the above weighbridge with other Weighbridge under the DPA Premises.

**Signature & Seal
Of Contractor**

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

Section VI

Schedule-B

Sub: Comprehensive Annual Maintenance Contract for 08 Nos. of weighbridges at Deendayal Port Premises, Kandla for the period of three Years.

Sr. No.	Description	YEAR	Qty	Unit (Nos.)	Rate (In Rs.)	Amount (In Rs.)
1	Comprehensive Annual Maintenance contract of the existing 08 Nos. weighbridges at Deendayal Port Premises, Kandla including govt. stamping charges, all spares & labour as mentioned in Scope of Work excluding GST.	1st YEAR	08	Nos.		
		2nd YEAR	08	Nos.		
		3rd YEAR	08	Nos.		
Total Amount, Rs.						
In words:						
(Rupees _____ Only)						

GST: Extra as Applicable Rates.

**Signature & Seal
Of Contractor**

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

Section VII

Drawings

- Not applicable -

**Signature & Seal
Of Contractor**

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

SECTION – VIII

Format for submitting information for Bid Capacity

Annexure - A

For calculating "A" of the formula.

Sr. No.	Financial Year	Value of work undertaken	Multiplying factor	Value updated to the price level of the year (Col C x col D)
A	B	C	D	E
1				
2				
3				
4				
5				
6				
7				

Annexure – B

For calculating "B" of the formula

Sr. No	Name of client	Name of work Work order no. and date	Schedule period of completion as per work order with start date	Contract value	Value of work done	Remaining value of work done	Anticipated date of completion	Remaining value of work done (Completion period of the work for which bids are invited by DPA) from the date of opening of preliminary bid of opening of preliminary bid

Signature & Seal of Contractor