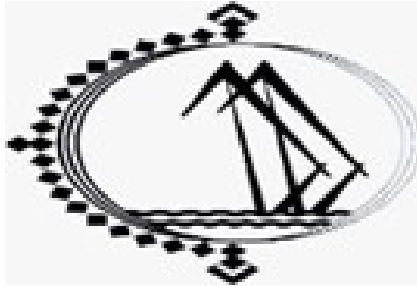


DEENDAYAL PORT AUTHORITY



TENDER DOCUMENTS FOR

**“TWO YEARS CONTRACT FOR CLEANING OF STORM
WATER DRAIN INSIDE CARGO JETTY AREA”**

**Superintending Engineer (H)
HARBOUR DIVISION,
Deendayal Port Authority,
Nirman Bhavan, 1st Floor,
New Kandla – 370 210.
Kutch District.
Gujarat State
INDIA
Telephone : (O) 270429
*Fax No. 02836-270429***

INDEX

VOLUME – I (TECHNICAL BID)

Name of work: Two Years Contract for Cleaning of storm water drain inside cargo jetty area.

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4	Forms to be filled and submitted with Tender documents by Contractor. <ul style="list-style-type: none">• Contractor's bid• Prequalification of Bidders• Specimen format for declaration• Specimen letter of Authority for submission of Bid• Exceptions and Deviations• Format for Extension• Integrity Pack Format	1 to 12
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DEENDAYAL PORT AUTHORITY

NOTICE INVITING ON LINE TENDER

Details about tender:

Department Name	: Civil Engineering Department
Circle/ Division	: Harbour Division, Nirman Bhavan, New Kandla- (Kutch)-370210.
Tender Notice No.	: HD-29/22
Name of Work	: Two Years Contract for Cleaning of storm water drain inside cargo jetty area.
Estimated Contract Value (INR)	: Rs.77,58,813.00
Period of Completion (in Months)	: 24 Months
Bidding Type	: Open
Bid Call (Nos.)	: One
Tender Currency Type	: Single
Tender Currency Settings	: Indian Rupee (INR)
Qualifying Criteria	<ol style="list-style-type: none">1. Average annual financial turnover during the last three years ending 31st March of the previous financial years, should be at least Rs.23.28 lakhs.2. Experience of having successfully completed similar works during last 7 years ending last day of month previous to the one in which applications are invited should be either of the following :<ol style="list-style-type: none">i. Three similar completed works each costing not less than Rs. 31.04 Lakhs.ii. Two similar completed works each costing not less than Rs.38.79 Lakhs.iii. One similar completed works each costing not less than Rs.62.07 Lakhs.3. "Similar Works" means have experience of any type of Civil work. The contractor those who are registered with DPA in A2 class and above for Building works shall be directly eligible and need not to submit documents for qualification except copy of registration with DPA in appropriate class and category, & hard copy of tender documents duly signed.4. If the bidder has executed the work in private organization, necessary TDS certificate issued by the competent authority shall be submit along with bid submission.
Joint Venture	: Not Allowed
Rebate	: Applicable
Bid Document Fee :	: Rs. 1180.00 (Including GST)

Bid Document Fee Payable To: : FA & CAO, Deendayal Port Authority, Gandhidham

Bid Security/ EMD (INR) : : Rs. 77588.00

Bid Security/ EMD (INR) In Favour Of : :FA & CAO, Deendayal Port Authority, Gandhidham

Bid Document Downloading Start Date : Date _____ Time _____ Hrs

Bid Document Downloading End Date : Date 18/01/2023 Time 12:00 Hrs

Date & Place of Pre Bid Meeting : : Not Applicable

Receipt of Bids : : Date 18/01/2023 Time 12:00 Hrs

Bid Validity Period : : 120 Days

Condition : Demand Draft (DD)/ Bankers' Cheque (BC)/ Pay Order (PO) for E.M.D. & tender fee shall be submitted in electric format through on line (by scanning) while uploading the bid. This submission shall mean that E.M.D. & tender fee are received. Accordingly offer of those shall be opened whose E.M.D. & tender fee is received electronically. However, for the purpose of realization bidder shall send the same in original to Superintending Engineer (Harbour) at the time of tender opening or send the same through R.P.A.D. so as to reach to Superintending Engineer (Harbour), Harbour Division, Nirman Bhavan, New Kandla within 7 days from the date of opening.

In case of Micro and Small Enterprises (MSEs) holding valid certificate issued by any agencies/ organization under The Ministry of Micro, Small and Medium Enterprises indicating the list of activity related to the subject tender as per National Industrial Classification-2008 mentioned in the table below only shall become eligible for exemption from payment of Tender Fee/EMD. Such bidder shall upload the scanned copy of valid certificate in preliminary bid.

Level	Description
Section F	Construction
Division	All Divisions of Section - F

Remarks : Submission of E.M.D., Tender Fee and other Documents during office hours: On date **18/01/2023** to **24/01/2023** by R.P.A.D Speed post/Courier in the chamber of Superintending Engineer (Harbour), Harbour Division, Nirman Bhavan, New Kandla (Kutch)-370210. Phone: 02836- 270325.

For further details and general enquiries prospective bidders may contact Shri K.Srinivas Rao, Superintending Engineer (Harbour), Harbour Division, Nirman Building, New Kandla- (Kutch). Phone no. 02836-270325 during working hours before the last date and time of submission of tender document.

- Bid Opening : Technical Bid shall be opened on 18/01/2022. Date of opening of price bid shall be notified after scrutiny & evaluation of Technical Bid.
- Documents required to be submitted by scanning through online
- a. Documents in support of fulfilling qualifying criteria as indicated above.
 - b. EMD in form of DD/ BC/ PO.
 - c. Tender fee Demand draft / Banker's Cheque / Pay Order
 - d. As indicated in clause 1.6 of section 1 - General Instructions.
- Officer- Inviting Bids : Superintending Engineer (Harbour),
Harbour Division, Nirman Bhavan,
New Kandla, Kutch 370210.
- Bid Opening Authority : Superintending Engineer (Harbour)
- Address : Harbour Division, Nirman Bhavan, New Kandla (Kutch)-370210.
- Contact Details : 02836- 270325

Note :

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

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

Contact Details :

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

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

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

List of Documents to be scanned and uploaded within the period of bid submission:
 - I. Demand Draft/Pay order or Banker's Cheque against EMD.
 - II. Demand Draft/Pay order or Banker's Cheque of any Scheduled Bank towards cost of Tender Fees.
- Bid Document.**
- III. Certificates of Work Experience of successfully completed works issued by the client.
 - IV. Certificate of Financial Turnover from CA.
 - V. Any other Document as specified in the press notice.
 - VI. Affidavit as per provisions of NIT.
 - VII. Certificate of Registration for GST and acknowledgement of up to date filed return if required.

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

SECTION – 2

GENERAL INSTRUCTIONS

GENERAL

1. **Scope of bid**

- 1.1 The Superintending Engineer (Harbour), Deendayal Port Authority, invites bids by E-Tendering for the works " **Two Years Contract for Cleaning of storm water drain inside cargo jetty area**" detailed in the table given in NIT. The bidders may submit on-line bids for the work detailed in the table given in NIT.
- 1.2 The successful bidder will be expected to complete the works by the intended completion date specified in the contract data.

2. **Eligible bidders**

- 2.1 The invitation for bids is open to all eligible bidders meeting the eligibility criteria as defined clause no.4 and 4.3.
- 2.2 All bidders shall provide details of qualification, forms of bid and a statement that bidder is not associated, nor has been associated in the past, directly or indirectly, with the consultant or any other entity that has prepared the design, specifications and other documents for the project manager for the contract. A firm that has been engaged by the employer to provide consulting services for the preparation or supervision of the works, and any of its affiliates, shall not be eligible to bid.
- 2.3 Government-owned enterprises may only participate if they are legally and financially autonomous, operate under commercial law and are not a dependent agency of the employer subject to fulfillment of minimum qualifying criteria.
- 2.4 Bidders shall not be under a declaration of ineligibility for corrupt and fraudulent practices issued by the employer in accordance with clause 23.

3. **One Bid per Bidder**

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

4. **Eligibility Criteria**

- 4.1 Experience on similar works executed during the last seven years; and details like monetary value, clients, proof of satisfactory completion.
 - a. Documentary evidence of adequate financial standing and proof from client for satisfactory completion of works
 - b. Equipment requirement/schedule. **(Not Applicable, please refer Section-6)**
 - c. Managerial / Manpower requirement. **(Not Applicable, please refer Section-6)**
 - d. Project planning and quality control procedure to be adopted. **(Not Applicable, please refer Section-6)**
 - e. Information regarding projects in hand, current litigation, orders regarding exclusion, expulsion or black listing, if any.
 - f. Trained & certified workmen proposed to be employed at the work site of the project. The contractor must undertake to employ of certified worker to the extent of 20% of total strength. Valid certificates by a recognized university, technical board, or ministry of government of India would only be taken cognizance of. **(Not Applicable, please refer Section-6)**
- 4.2
 - (a) If the employer has not undertaken pre-qualification of potential bidders, all bidders shall include the following information and documents with their bids.
 - (b) 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.
 - (c) Total monetary value of construction work performed for each of the last five years.

- (d) Experience in works of a similar nature and size for each of the last five years, and details of works underway or contractually committed; and employers who may be contacted for further information on those contracts.
- (e) Major items of construction equipment proposed to carry out of the contract. **(Not Applicable, please refer Section-6)**
- (f) Qualifications and experience of key site management and technical personal proposed for the contract. **(Not Applicable, please refer Section-6)**
- (g) Reports on the financial standing of the bidder, such as profit and loss statements and auditor's reports for the past five years;
- (h) Evidence of adequacy of working capital for this contract (access to lines of credit and availability of other financial resources)
- (i) Authority to seek references from the bidder's bankers.
- (j) Information regarding any litigation, current or during the last five years, in which the bidder is involved, the parties concerned, and disputed amount.
- (k) Proposals for subcontracting components of the works amounting to more than 10 percent of the bid price(for each, the qualifications should be annexed);and **(Not Applicable, please refer Section-6)**
- (l) The proposed methodology and program of construction, backed with equipment planning and deployment, duly supported with broad calculations and quality control procedures proposed to be adopted, justifying their capacity of execution and completion of the work as per technical specifications within the stipulated period of completion as per milestones (for all contracts over Rs.10M) **(Not Applicable, please refer Section-6)**

4.3 To qualify for award of the contract, bidders are advised to note the minimum qualification criteria specified below.

- (i) Average annual financial turnover during the last three years ending 31st March of the previous financial years, should be at least Rs.23.28 lakhs.
- (ii) Experience of having successfully completed similar works during last 7 years ending last day of month previous to the one in which applications are invited should be either of the following:
 - a) Three similar completed works each costing not less than Rs.31.04 lakhs.
 - b) Two similar completed works each costing not less than Rs.38.79 lakhs.
 - c) One similar completed works each costing not less than Rs.62.07 lakhs.
- iii) "Similar Works" means have experience any type of Civil work. Tender documents duly signed by the Authorized person. The contractor those who are registered with DPA in A2 class and above for Building works shall be directly eligible and need not to submit documents for qualification except copy of registration with DPA in appropriate class and category, & hard copy of tender documents duly signed.
- iv) If the bidder has executed the work in private organization, necessary TDS certificate issued by the competent authority shall be submit along with bid submission..

Note: Figures to be computed and indicated in the individual projects.

- 4.4 To qualify for a package of contracts made up of this and other contracts for which bids are invited in the NIT, the bidder must demonstrate having experience and resources sufficient to meet the aggregate of the qualifying criteria for the individual contracts. **(Not Applicable, please refer Section-6)**
- 4.5 Sub-contractors' experience and resources shall not be taken into account in determining the bidder's compliance with the qualifying criteria except to the extent stated in 4.4 above. **(Not Applicable, please refer Section-6)**
- 4.6 Even though the bidders meet 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 or poor performance such as abandoning the works, not properly completing the contract, inordinate delays in completion, litigation history, or financial failures etc., and/or

5. **Cost of Bidding**

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

6. **Site Visit**

- 6.1 The bidder, at the Bidder's own responsibility and risk is encouraged to visit and examine the Site of Works and its surroundings and obtain all information that may be necessary for preparing the Bid and entering into a contract for construction of the Works. The costs of visiting the Site shall be at the Bidders' own expense.

7. **Bidding Documents**

Content of Bidding Documents

- 7.1 The set of bidding documents comprises the documents listed in the table below and addenda issued in accordance with Clause 10:

Section No.	Description	No. of Pages
1	Notice Inviting Tender	1 to 3
2	General Instructions	1 to 7
3	General rules and Directions for the Guidance of contractor	1 to 4
4	Forms to be filled and submitted with Tender documents by Contractor. <ul style="list-style-type: none"> • Contractor's bid • Prequalification of Bidders • Specimen format for declaration • Specimen letter of Authority for submission of Bid • Exceptions and Deviations • Format for Extension • Integrity Pack Format 	1 to 12
5	Conditions of contract (General)	1 to 64
6	Special conditions & specifications	
7	Form of Bank Guarantee	1-2
8	Form of Agreement	1-2
9	Bill of Quantity	1-2

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

7.4 **Amendment of Bidding Documents**

- 7.4.1 Before the deadline for submission of bids, the Employer may modify the bidding documents by using addenda.

- 7.4.2 Any addendum thus issued shall be part of the bidding documents and shall be communicated in writing or by Email to all the purchasers of the bidding documents. Prospective bidders shall acknowledge receipt of each addendum by Email to the Employer.
- 7.4.3 To give prospective bidders reasonable time in which to take an addendum into account in preparing their bids, the Employer shall extend as necessary the deadline for submission of bids, in accordance with Sub-Clause 10.2 below.

8. **Preparation of Bids**
Instructions to Bidders

Tenders in e-tendering system are invited for the work of **"Two Years Contract for Cleaning of storm water drain inside cargo jetty area"** The contract documents consisting of instructions for tendering, form of tender, form of agreement, conditions of contract, specifications of works, schedule for items of work and tender drawing can be viewed and downloaded from website <https://kpt.nprocure.com> <http://www.eprocure.com> and <http://www.Deendayalport.gov.in> till the last date & time of downloading indicated in notice inviting tender.

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

- A. Earnest money Deposit (EMD) should be 1 % of the estimated cost of work and maximum amount of earnest money should be Rs. 50.00 lakhs. . ***In case of Micro and Small Enterprises (MSEs) holding valid certificate issued by any agencies/ organization under The Ministry of Micro, Small and Medium Enterprises indicating the list of activity related to the subject tender as per National Industrial Classification-2008 mentioned in the table below only shall become eligible for exemption from payment of Tender Fee/EMD. Such bidder shall upload the scanned copy of valid certificate in preliminary bid.***

Level	Description
Section F	Construction
Division	All Divisions of Section - F

- B. The EMD up to Rs. 5 lakhs be payable either by Demand Draft/Pay Order/ Banker's Cheque. EMD beyond Rs.5 lakhs be payable in the form of Bank Guarantee for the entire amount from any Nationalized/Scheduled Bank (Except Co-operative Banks) from any branch in India preferably from the local branch where the port is situated. Bank Guarantees submitted as Earnest Money shall be valid for 28 days beyond the validity of the bid. Bank Guarantee shall be verified independently by the Port with the bank before finalization of technical offer. In the event of lack of confirmation of issue of the Bank Guarantee by the Bank, the bid shall stand disqualified.
- C. EMD of unsuccessful bidders other than L1 and L2 is refunded immediately after ranking of price bids. Earnest money of L2 is refunded immediately after entering in to agreement with L1 and acceptance of performance Guarantee from L1.
- D. EMD is refunded suo-motto without any application from the bidders.
- E. The bid security of the successful bidder will be discharged after he has signed the Agreement and furnished the required Performance security.
- F. The Bid security may be forfeited, if
- The bidder withdraws the bid after bid opening during the period of bid validity.
 - The bidder does not accept the correction of the Bid price, pursuant to Clause 27; or
 - The successful bidder fails within the specified time limit to
 - Sign the Agreement or
 - Furnish the required Performances security.

10. **PROCEDURE FOR SUBMITTING TENDERS**

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

10.2 Deadline for submission of the Bids

- 10.2.1 Bids must be received by the Employer at the address specified above not later than 18/01/2023 in the event of the specified date for the submission of bids being declared a holiday by the Employer. The bids will be received upto the appointed time on the next working day.
- 10.2.2 The Employer may extend the deadline for submission of bids by issuing an amendment in accordance with Clause 10, 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.
- 10.2.3 In case of tender document being downloaded from the web site, at the time of submission of (the hard copy of) the tender document. The tenderer shall give an undertaking that no change have been made in document. He shall be issued a printed set of document under acknowledgment with a condition that the printed version of the port tender document will be treated as authentic tender and if any discrepancy is noticed at any stage between the Port's tender document and the one submitted by the tenderer, the conditions mentioned in the Port's printed document shall prevail. Besides, the tenderer shall be liable for legal action for the lapses.
- 10.3 The hard copy of tender documents alongwith its accompaniments as described under Clause 4.3(iii) of General Instructions shall be Scanned and submitted On-Line along with Tender documents. However, the originals/ attested hard copies shall have to be forwarded subsequently so as to reach the office of Superintending Engineer (H) within 7 days of opening of the tenders.

The envelopes shall be addressed to:

- (a) The Superintending Engineer (H),
Deendayal Port Authority, Harbour- Division, Nirman Bhavan, 1st floor,
Deendayal-Kutch-370210, Gujarat - State.
- (b) bear the following identification:
Accompaniments for **"Two Years Contract for Cleaning of storm water drain inside cargo jetty area."** Bid reference No., Name and address of the bidder.

11. Documents comprising the Bid

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

A) Technical Bid

i) Bid Security

ii) Qualification Information Form and Document (Pursuant to clause 4 hereof) and any other materials required to be furnished and submitted by the bidder in accordance with these instructions. The documents listed under Clause 4.

B) Financial Bid

Bill of Quantity dully filled and digitally signed by the Bidder.

12 Bid Prices

- 12.1 The contract shall be for the whole works as described in Sub-Clause 1.1 based on the priced Bill of Quantities submitted by the Bidder.
- 12.2 The bidder shall fill in percentage showing +/- overall on the total amount rates of the work described in the Bill of Quantities.
- 12.3 All duties, taxes, and other levies payable by the contractor under the contract, or for any other cause shall be included in the rates, prices and total Bid price submitted by the Bidder.
- 12.4 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. Currencies of Bid and payment

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

14. Bid Validity

- 14.1 Bids shall remain valid for a period not less than 120 days after the deadline date for bid submission specified in clauses 20. A bid valid for a shorter period shall be rejected by the Employer as non-responsive.
- 14.2 In exceptional circumstances, prior to expiry of the original time limit, the Employer may request that the bidders may extend the period of validity for a specified additional period. The request and the bidders' responses shall be made in writing or by cable. A bidder may refuse the request without forfeiting his bid security. A bidder agreeing to the request will not be permitted to modify his bid and also shall submit an extension for EMD, if it is in the form of Bank Guarantee.

15 Alternative proposals by bidders

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

16 Late Bids

- 16.1 Any bid received by the Employer after the deadline prescribed in Clause 10.2 will be considered as non-responsive.

17. Modification and Withdrawal of Bids

- 17.1 Bidders may modify or withdraw their bids before the deadline prescribed in Clause 10.2.
17.2 No bid may be modified after the deadline for submission of bids.
17.3 Withdrawal or modification of a Bid between the deadline for submission of bids and the expiration of the original period of bid validity in Clause 14.1 above or as extended pursuant to Clause 14.2 may result in the forfeiture of the Bid security pursuant to Clause 16.

E. BID OPENING AND EVALUATION

18. Bid opening

- 18.1 On the due date and appointed time as specified in clause 20, the Employer will first open Technical bids of all online bids received including modifications made pursuant to clause 22 in presence of the bidders or their representative who choose to attend. 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 and location on the next working day.
18.2 If all Bidders have submitted unconditional Bids together with requisite bid security, then all bidders will be so informed then and there. If any Bid contains any deviation from the Bids documents and/or if the same does not contain Bid security in the manner prescribed in the Bid documents, then that Bid will be rejected and the Bidder informed accordingly. All valid financial bids whose technical bids have been determined to be substantially responsive in accordance with Clause 19 hereof, shall be opened on the specified date from declaring the results of the Technical Bid, in presence of the bidders or their representatives who choose to attend.

19. Examination of Bids and Determination of Responsiveness

- 19.1 Prior to detailed evaluation of Bids, the Employer will determine whether each Bid (a) meets the eligibility criteria defined in Clause 4 has been properly signed by an authorized signatory (accredited representative) holding power of Attorney in his favor. The Power of Attorney shall inter alia include a provision to bind the Bidder to settlement of disputes clause; (c) is accompanied by the required Bid security and; (d) is responsive to the requirements of the Bidding documents.
19.2 A substantially responsive Technical and Financial Bid is one which conforms to all the terms, conditions and specification of the Bidding documents, without material deviation or reservation. A material deviation or reservation is one (a) which affects in any substantial way the scope, quality or performance of the works; (b) which limits in any substantial way, the Employer's rights or the Bidder's obligations under the Contract; or (c) whose rectification would affect unfairly the competitive position of other Bidders presenting responsive Bids.
19.3 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-conforming deviation or reservation.

20. Evaluation and Comparison of Bids

The Employer will evaluate and compare only the bids determined to be responsive in accordance with Clause 19.

In evaluating the Bids, the Employer will determine for each Bid the evaluated Bid Price.

The estimated effect of the price adjustment conditions/ escalation of the conditions of contract, during the period of implementation of the Contract, will not be taken into account in Bid evaluation.

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

D. AWARD OF CONTRACT

21 Award Criteria

- 21.1 The Employer will award the Contract to the Bidder whose Bid has been determined to be responsive to the Bidding documents and who has offered the lowest evaluated Bid Price, provided that such Bidder has been determined to be (a) eligible in accordance with the provisions of Clause 3, and (b) qualified in accordance with the provisions of Clause 4. The second bidder (i.e.L2) shall be kept in reserve and may be invited to match the bid submitted by the (L1) bidder in case such bidder withdraws or is not selected for any reason.

22 Notification of Award and Signing of Agreement

- 22.1 The Bidder whose bid has been accepted will be notified of the award by the Employer prior to expiration of the Bid validity period by cable, telex or facsimile confirmed by registered letter. This letter (hereinafter and in the Conditions of Contract called the "Pre-acceptance Letter") will state the sum that the Employer will pay to the Contractor in consideration of the execution, completion and maintenance of the works by the Contractor as prescribed by the Contract (hereinafter and in the Contract called the "contract Price").
- 22.2 The notification of award will constitute the formation of the Contract subject only to the furnishing of a performance security in accordance with the provision of Clause 24.
- 22.3 The Agreement will incorporate all correspondence between the Employer and the successful bidder. It will be signed by the Successful Bidder and sent to the Employer within 14 days of award of work following the notification of award along with the Pre-Acceptance Letter. Within 21 days of receipt, the successful Bidder will furnish the performance security and sign the Agreement with the Employer.

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

23. Corrupt or Fraudulent Practices

- 23.1 The Employer requires that Bidders/Suppliers/Contractors under this contract, observe the highest standard of ethics during the procurement and execution of this contract. In pursuance of this policy, the Employer:
- (a) Defines, for the purpose of these provisions, the terms set forth below as follows:
 - (i) "Corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution; and
 - (ii) "fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Employer, and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Employer of the benefits of free and open competition.
 - (b) Will reject a proposal for award of work if he determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question.
 - (c) Will declare a Bidder ineligible, either indefinitely for a stated period of time, to be awarded a contract/contracts if he at any time determines that the Bidder has engaged in corrupt or fraudulent practices in competing for or in executing, the contract.

24. Performance Security

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.

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.

Applicable 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 security.

25. Clarifications of the Bidding Documents

- 25.1 A prospective bidder requiring any clarification of the bidding documents may notify the employer in writing or by electronic form and be confirmed by hard copy at the Employer's address indicated in the invitation to bid. The employer will respond to any request for clarification which he received earlier than days (Suggested 7 days) prior to the deadline for submission of bids. Copies of the Employer's response will be forwarded to all purchasers of the bidding documents, including a description of the enquiry but without identifying its source.

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

SECTION – 3

**GENERAL RULES
AND
DIRECTIONS
FOR THE
GUIDANCE OF CONTRACTORS**

BOARD OF DEENDAYAL PORT AUTHORITY

Division
Sub Division

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

General Rules and Directions For the Guidance of Contractors

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

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

2. In the event of the tender being submitted by a partnership firm it must be signed separately by each member thereof or, in the event of the absence of any partner. It must be signed on his behalf by a person holding a power of attorney authorizing him to do so, such power-of-attorney be produced with the tender, and it must disclose that the firm is duly registered under the Indian Partnership Act.
3. Receipts for payment made on account of work, when executed by a partnership firm, must also be signed by the several partners, except where the contractors are described in their tender as a firm in which case the receipts must be signed in the name of the firm by one of the partners, or by some other person having authority to give effectual receipts for the firm.
4. Any person who submits a tender shall fill up the usual printed form, stating at what rate he is willing to undertake each item of the work. Tenders, which propose any alteration in the work specified in the said form of invitation to tender, or in the time allowed for carrying out the work, or which contain any other conditions of any sort, will be liable to rejection. No single tender shall include more than one work but contractors who wish to tender for two or more works shall submit a separate tender for each. Tender shall have the name and number of the work to which they refer written outside the envelopes.

- 4.(A) The rate (s) and / or amount (s) must be quoted in decimal coinage.

5. The Superintending Engineer or his duly authorized assistant will open tenders in the Presence of any intending contractors who may be present at the time, and will enter the amounts of the several tender in a comparative statement in a suitable form in the event of a tender being accepted, a receipt for the earnest money forwarded therewith shall there upon be given to the contractor who shall there upon for the purpose of identification sing copies of the specification and other documents mentioned in Rule 1. in the event of a tender being rejected, the earnest money forwarded with such unaccepted tender shall thereupon be returned to the contractor, making the same without any interest thereon.
6. The officer inviting tender shall have the right of rejecting all or any of the tenders and will not be bound to accept the lowest tender.
7. The receipt of an accountant or clerk, for any money paid by the contractor will not be considered as any acknowledgement of Payment to the Superintending Engineer and the contractor shall be responsible for seeing that Produces receipt signed by the Superintending Engineer or a duly authorized cashier.

8. The memorandum of work Tendered for and the schedule of materials to be supplied by the Board of Deendayal Port Authority and their issue rates, shall be filled in and completed in the office of the Superintending Engineer before the tender form is issued. If a form is issued to an intending Tenderer without having been so filled in and completed he shall request the office to have this done before he completes and delivers his tender.

PERCENTAGE RATE TENDER FOR WORKS

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

MEMORANDUM

- (a) General description : Two Years Contract for Cleaning of storm water drain inside cargo jetty area.
- (b) Estimated Cost : Rs.7758813.00
- (c) Earnest Money : Rs.77588.00
- (d) Security Deposit : 3% of Contract Value as per Special Condition No.24 of Section - 1

- (b) Time allowed for the work from the 15th day after the date of written order to Commence: 24 months.

Should this tender be accepted, in whole or in part I / We hereby agree (i) to abide by and fulfill all the terms and provisions of the said condition annexed here to and all the terms and provisions contained in notice inviting tenders so far as applicable and or in default thereof to forfeit and pay to the Board of Authorityees of Deendayal Port or their successors in office, the sum of money mentioned in the said conditions a sum of **Rs.77588/-** is hereby forwarded in cash/ Treasury challan. Deposit at Call Receipt of a scheduled bank guaranteed by the Reserve Bank of India as Earnest Money, if I/We fail to commence the work specified in the above memorandum I/We agree that the said Board of Authorityees or its successor shall without prejudice to any other right or remedy, be at liberty to forfeit the said earnest money absolutely otherwise the said earnest money shall be retained by him towards security deposit mentioned against clause (d) of the above mentioned memorandum (ii) to execute all the work referred to in the tender documents upon the terms and conditions contained or referred to therein and to carry out such deviations as may be ordered up to a maximum +/- 30% percent at the rates quoted in the tender document and those in excess of that of limit at the rates to be determined in accordance with the provisions contained in Clause 12-A of the tender form.

EXEMPTION FROM THE PAYMENT OF EARNEST MONEY

I/We have already furnished security to the Board of Authorityees of Deendayal Port Authority in Lieu of earnest money and have deposited with the Chief Engineer of the Board a lump sum security of Rs.5000/- Rs.7500/-Rs.10000/- Rs.20000/- as earnest money in individual cases and I/We therefore claim exemption in terms of the bond executed by me/us and bearing No.....dated theDayof200.... against the necessity of depositing earnest money in respect of the above tender for work.

I/We agree that I/We fail commence the work specified in the above memorandum an amount equal to the amount of the earnest money mentioned in the form of Invitation of tender shall be absolutely forfeited to the Board of Authorityees of Deendayal Port and the same may at the option of the said Board of Authorityees of Deendayal Port recovered out of the deposit in so far as the same may extend in terms of the Bond and in the event if deficiency, out of any other money due to me/us otherwise.

I/We have already furnished to the Board of Authorityees, a Lumps, a lumpsum security of Rs.3 Lakhs in lieu of the security amount to be deducted from my / our running bills in individual cases and have deposited that amount with the Chief Engineer and I/We therefore claim exemption in terms of the bond executed by me / us and bearing No..... dated the day.....200.... against the necessity of depositing security money in respect of the above tender for work.

Dated the.....day.....200...

Witness.....

Address.....

Occupation.....

The above tender is hereby accepted by me on behalf of the Board of Authorityees of Deendayal Port dated theDay of200.....

Signature of contractor before submission of tender.

Signature of witness to contractors signature.

Signature of the office by whom accepted.

Contractor

Superintending Engineer (H)
Deendayal Port Authority

SECTION - 4

Forms to be filled and submitted with Tender documents by Contractor.

- Contractor's bid
- Prequalification of Bidders
- Specimen format for declaration
- Specimen letter of Authority for submission of Bid
- Exceptions and Deviations
- Format for Extension
- Integrity Pact Format

CONTRACTOR'S BID

Description of the works: - Two Years Contract for Cleaning of storm water drain inside cargo jetty area.

BID

TO

----- (The employer)

Address

GENTLEMEN,

We offer to execute the works described above in accordance above with the conditions of Contract accompanying this bid for the contract price of _____ (in figures) _____ (in letters)

The advance payment required / not required as per rule.

{ We accept the appointment of _____ as the conciliator.
(OR)
We do not accept the appointment of _____
as the conciliator and propose instead that _____ be appointed as
Conciliator whose daily fees and biographical data are attached.
(Not Applicable, please refer Section-6) }

This bid and your written acceptance of it shall constitute a binding contract between us.
We understand that you are not bound to accept the lowest or any bid you receive.

We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force In India namely "prevention of corruption act 1988"

We hereby confirm that this bid complies with the bid validity and security required by the bidding documents

We attach herewith our copy of permanent account number (PAN)

Yours faithfully,

Authorized Signature:

Name& title of signatory

Name of Bidder

Address

Notes:

To be filled in by the bidder, together with his particulars and date of submission at the bottom of the form of bid.

PRE-QUALIFICATION OF BIDDERS

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

1. Only for individual bidders

1.1 Constitution or legal status of bidder (attach copy)

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

2. Turnover of the firm/ JV

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

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

3. Similar works

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

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

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

(A) Existing commitments and on-going works.

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

(B) Works for which bids already submitted

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

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

5. The following contractor's Equipment are essential for carrying out the works. The bidder should list all information requested below. **(Not Applicable, please refer Section-6)**

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

6. Qualification and experience of key personnel proposed for administration and execution of the contract. Attach biographical data. Refer also to sub. clause. **(Not Applicable, please refer Section-6)**

4.3(e) of instructions to bidders and sub. Clause 9.1 of the conditions of contract.

Position	Name	Qualification	Years of experience (general)	Years of experience in the proposed position
Project manager				
Discipline specialist etc.,				

7. Proposed sub-contracts and firms involved . **(Not Applicable, please refer Section-6)**

Sections of the works	Value of sub-contract	Sub-contractor (name and address)	Experience in similar work

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

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

9. 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)

To

(Project Title)

Ref:

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

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

Date:

Place:

Name of the Applicant:

Represented by (Name & Capacity)

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

(To be executed on Rs.100/- non Judicial Stamp Paper)

To
The (PORT Address)

Dear Sir,

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

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

[Specimen signature]

Yours faithfully,

Signature:

Name & Designation:

For & on behalf of:

EXCEPTIONS AND DEVIATIONS

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

Sr. No.	Page No. of Bid Document	Clause No. of Bid Document	Subject Deviation

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

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

Date on _____ day of _____, _____ [insert date of signing]

Date :

DEENDAYAL PORT AUTHORITY
Form of application by the Contractor for seeking extension of time
Part-I

1	Name of Contractor	
2	Name of Work as given in the agreement	
3	Agreement No.	
4	Estimated Amount put to tender	
5	Date of Commencement of Work as per Agreement	
6	Period allowed for completion of work as per agreement	
7	Date of Completion stipulated in agreement	
8	Period for which extension of time has been given previously	
	(a) 1 st extension vide E.E.'s No. Total extension previously given	
9	Reasons for which extension 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 which dates on which hindrance occurred and the period for which these are likely to last. (a) Serial No. : 01 (b) Nature of hindrance : (c) Date of occurrence : (d) Period for which hindrance is likely to last (e) Period for which extension required for this particular hindrance.	

	<p>(f) Overloading period if any, with reference to item.</p> <p>(g) Net extension applied for</p> <p>(h) Remarks if any</p> <p>Total period on account of hindrance mentioned above ----- month --- days.</p>	
13	Extension of time required for extra work	
14	<p>Dates of extra work and amount involved;</p> <p>(a) Total value of extra work</p> <p>(b) Proportionate period of extension of time based on estimated amount put to tender on account of extra work.</p>	
14	Total extension of time required for 11 & 12	

Submitted to the Sub Divisional Officer.....

INTEGRITY PACT IN DEENDAYAL PORT AUTHORITY

The Central Vigilance Commission (CVC) has been promoting integrity, transparency, equity and competitiveness in transactions by various organizations of the Government of India. Public procurement is an area of concern for the CVC, and many steps have been taken to put proper systems in place. In this context, Integrity Pact (IP), a tool conceptualized and promoted by Transparency International, an international NGO, aimed at preventing corruption in public contracting, has been found useful. It has been decided by Ministry of Shipping that all organizations under the Ministry will implement IP. IP should cover every tender / procurement above a specified threshold value. The threshold value of contracts / procurements / transactions incorporating IP would be such that it covers 90% by value of all contracts / procurements / transactions of the organization in the last 3 years. Presently the threshold is fixed as Rs.50 Lakhs. IP essentially envisages an agreement between prospective vendors / bidders, and Deendayal Port Authority, committing the persons / officials of both sides not to resort to any corrupt practice in any aspect of the contract at any stage. Only those vendors / bidders, who commit themselves to IP with DPT, would be considered competent to participate in the bid process. Any violation would entail disqualification of the bidders and exclusion from future business dealings. IP, in respect of a particular contract should cover all phases of the contract, from the stage of Notice inviting Tender (NIT) / pre-bid stage, till the conclusion of the contract, i.e. final payment or the warranty / guarantee period. IP would be implemented through Independent External Monitor (IEM), who are eminent persons appointed by the organization, with approval of CVC. The term of appointment for an IEM would be 3 years. Name of the IEM will be mentioned in NIT. The IEM would review independently and objectively assess, as to whether and to what extent parties have complied with their obligations under the IP. IEM would have access to all contract documents, whenever required. The bidders may raise disputes / complaints if any, with the IEM. The IEM would examine complaints received by them and give their recommendations / views to the Chairman of Port Authority. Recommendations of IEM would be in the nature of advice and would not be legally binding. Their role is independent in nature and the advice once tendered would not be subject to review at the request of the organization. **Shri S.K. Sarkar, IAS (Retd.), Shri Saurabh Chaudry, IAS (Retd.)** has been appointed IEM by DPT from 2021 to 2024. Draft condition to be incorporated in the Draft Tender papers 1) Then bidder has to execute Integrity pact agreement with Deendayal Port Authority (As per **Shri S.K. Sarkar, IAS (Retd.), Shri Saurabh Chaudry, IAS (Retd.)** has been nominated as Independent External Monitor for Integrity Pact whose address is as under;

1 Shri S.K. Sarkar, IAS (Retd.)
B-104, Nayantara Aptt.,
Plot 8 B, Sec-07, Dwarka,
New Delhi – 110 075.
Mobile No.98111 49324
Email : skarkar1979@gmail.com

2.Shri Saurabh Chaudry, , IAS (Retd.)
A-9, Sector – 30
Noida (U.P.) – 201301
Mobile No.9871322133
Email : saurabh7678@yahoo.co.in

2) Scanned copy of Pre-Contract Integrity Pact Agreement (As per Appendix) is to be up loaded along with the bid. Original hard copy of Pre Contract Integrity Pact Agreement shall be submitted by post or hand immediately after closing date of online E-tender failing which tender shall be considered irrelevant.

**INTEGRITY PACT BETWEEN
DEENDAYAL PORT AUTHORITY (KPT) hereinafter referred to as "The Principal"
AND**

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

Preamble : The Principal intends to award, under laid down organizational procedures, contract/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 Organizations 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 **Shri S.K. Sarkar, IAS (Retd.), Shri Saurabh Chaudry, 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 intentions.

For the Principal For the Bidder/Contractor

Place: Gandhidham

Witness-1 : Witness-2 :

Date : ____/____/2022

SECTION 5

CONDITIONS OF CONTRACT (GENERAL)

SECTION 6

SPECIAL CONDITIONS & SPECIFICATIONS

NAME OF WORK : Two Years Contract for Cleaning of storm water drain inside cargo jetty area.

SPECIAL CONDITIONS & SPECIFICATIONS

The following clauses shall not be applicable :

Section - 2 :

- Clause 4.1 (b), (c),(d),(f), and 4.2 (e), (f), (k), (l), 4.4, 4.5 ;

Section - 4 :

- Pre-Qualification of Bidders – Table No.5, 6 & 7
- Contractor's Bid – We accept the appointment Biographical data are attached.

- 1 The provision in special conditions which form a part of the contract shall have precedence over those specified in General Conditions in case of diversity, if any.
- 2 Pre-acceptance letter i.e. L.O.A. intimating the contractor about the proposed acceptance of tender will be issued by the Chief Engineer. The tender agreement in approved form bearing the stamp of required value shall be executed by the Chairman on behalf of the Board, having common seal of the Board. The final acceptance letter shall be issued by the Chief Engineer on non-judicial stamp paper of Rs.50/- which is to be borne by the contractor. In case, the contractor desires to have the duplicate copy of the acceptance letter, he shall have to pay an additional amount of Rs.50/- only.
- 3 The value of the stamps to be affixed on the agreement shall be of appropriate value prescribed for bond as per latest provision of law enforced on the date of execution contract same shall be borne by the contractor. However, if the contractor furnishes G.P.Notes or approved guarantees in respect of part of security deposit, the stamp duty chargeable for the amount shall be as prescribed for agreements and payable in accordance with latest provision by law in force at the time of execution of the contract. All the cost of the stamp duty shall be borne by the contractor.
- 4 The stamp duty paper of requisite value shall be furnished by the contractor within 10 days from the date of issue of pre-acceptance letter, failing which he will not be permitted to start the work.
- 5 The tenderers are expected to have full knowledge of the site of work and local working conditions in the Port before submitting the tenders. The port is basically an operational area dealing mainly with stacking, loading and unloading of import/export cargo and movement of traffic in or out of the port. The Engineer-in-Charge will after issue of work order will give to the contractor possession of so much of the site as in the opinion of Engineer-in-Charge may be required to enable the contractor to commence and proceed with the construction of work and will from time to time as the works proceed give to the contractor possession of such portion of the site as may in the opinion of Engineer-in-Charge be required to enable the contractor to proceed with construction works without interruption of the work in accordance with the requirement. However, all efforts will be made to handover entire clear site at the time of starting of work. No claims/disputes about idling of power machineries and hot mix plant etc. what-so-ever for handing over the site of work late for starting the work shall be entertained.
- 6 If the contractor suffers any delay the Engineer-in-Charge may grant at his discretion an extension of time for completion of work. However, no claims/disputes etc. arising out of extension of time so granted shall be entertained.
- 7 The work shall be carried out in accordance with the best standards of workmanship and to entire satisfaction of Engineer-in-Charge.
- 8 An order book is to be maintained by the contractor at the site of work and orders and instruction written in the order book shall be deemed to have been legally issued to the contractor and the contractor shall sign each entry in the order book as a token of having the seen the same. The order book shall be property of the Board and shall be handed over to the Engineer-in-Charge of the work in good condition after the completion of the work or whenever required by the Engineer-in-Charge.

- 9 The contractor shall be required to execute the work in such a way so as not to cause any damage, hindrance or interference with port activities going on in the area or nearby. He should not also deposit the materials at such places which may cause inconvenience to the public and the work going on in the nearby area.
- 10 The contractor shall have to make good all damages done by him to the structures nearby while executing the work and no extra payment shall be made to him on that account.
- 11 All the materials required to be used in the work shall have to be got approved from the Engineer-in-Charge before use, before stacking at the site of work.
- 12 For the purpose of measurements, the method prescribed in the 'Indian Standard' specifications shall be applicable in addition to those prescribed in Boards Schedule of Rates unless stated otherwise stated in contract. In case of any ambiguity the decision of the Engineer-in-charge shall be final.
- 13 The notes and data furnished in Deendayal Port Authority, Schedule of Rates in force will be considered for measurement purpose in the case of lead, weight, allowance for voids etc. of the materials.
- 14 All the labour acts, rules and regulations in force from time to time are to be followed by the contractor.
- 15 The contractor shall have to obtain necessary licence from the Assistant Labour Commissioner (Central) Adipur in case he has to engage 20 or more workers on any day during the execution of work.
- 16 The contractor shall comply with at his own cost the rules and regulations in force from time to time for the entry of him and his persons for carrying out the work in the port area
- 17 Barricading, including proper lighting arrangement in the night at the required places shall have to be provided by the contractor at his own cost, including necessary arrangements for proper movement of traffic by carefully maintained approaches and road diversions with suitable sign boards for indications of road signs etc. as directed by the Engineer-in-Charge.
- 18 Income tax deduction at applicable rates and surcharge as applicable thereon shall be made while making the payment to the contractor for carrying out the work and only net amount shall paid as directed by the Central Board of the direct taxes, Ministry of Finance, Government of India.
- 19 The Engineer-in-Charge will be entitled to deduct and adjust any sums of money payable by the contractor to the board under the terms of any contract executed by him or his behalf from the security deposit or from any sums due or becomes due from the present contract.
- 20 All the work until handed over to the Engineer-in-Charge shall stand at the risk of the contractor who shall be responsible to make good at his own cost. All the losses and damage caused by or due to fires, weather, tides or any other reasons. Contractor shall hand over the work in good order and conditions and in conformity in every respect with the requirements of the contract. Each concrete road will be taken over for use on completion as per decision of Engineer-in-charge.
- 21 During the execution of work the contractor shall employ only such persons who are careful, perfectly skilled and experienced in his field of work. The Engineer-in-Charge shall be at liberty to object and ask the contractor to remove from the work any person

- employed by the contractor for execution of work, in the opinion of Engineer-in-Charge, misconducts or he is found negligency in the proper performance of his duties as such persons shall not be again employed on the work without permission of Engineer-in-Charge.
- 22 All the precautions regarding the safety of the work shall have to be taken and the instruction of Engineer-in-charge in this respect shall have to be followed strictly.
 - 23 Unless otherwise provided none of the permanent works shall be carried out during night, Sundays or authorized holidays without the permission in writing, however when the work is unavoidable or necessary for the safety of life, properties or works the contractor shall take necessary action immediately and inform the Superintending engineer accordingly.
 - 24 The Engineer-in-charge may delete any number of items included in his tender (contract) without assigning any reasons and without any financial liability.
 - 25 The contractor has to make his own arrangement for the storage of materials at site or work.
 - 26 Unless otherwise specifically mentioned the rates quoted for all items includes for all lead and lift and no extra claims shall be entertained on this account.
 - 27 The tenderers are not expected to make any post tender modifications hence the tenders should not make any correspondence regarding the tender after submission of the same on due date and time. No cognizance of any correspondence shall be taken, if any tenderer persists with the same, necessary action will be initiated against him. All the tenders reached on or before the due date & time shall be opened, if otherwise in order.
 - 28 The temporary electrical connection if required for the work shall be arranged by the contractor from the concern department of Deendayal Port Authority at his own cost if available otherwise contractor has to make his own arrangement for the same.
 - 29 The contractor shall have to make his own arrangement for potable water required for the work.
 - 30 The tender documents submitted by the contractor and correspondence exchanged between him and Deendayal Port Authority authority prior to the acceptance of tender and thereafter shall form part of an agreement even though formal agreement duly signed is not executed.
 - 31 FORCE MAJURE: This will be restricted to acts of God only.
 - 32 While evaluating tenders regards should be paid to National Defense and Security Condition.
 - 33 In the event of the tender being submitted by a firm, it must be signed separately by each constituent thereof or in the event of absence of any partner, it must be signed on his behalf by a person holding a power of attorney from him to do so.
 - 34 In the case of discrepancy between the schedule of quantities, the specifications and/or the drawings, the following order of preference shall be observed:-
 - I) Description of schedule of quantities.
 - II) Particular specification and Special condition, if any.
 - III) Drawings.
 - IV) C.P.W.D. specifications.
 - V) Indian standard specifications of B.I.S.

35 **GST REGISTRATION**

- While submitting tender, INCOME TAX PAN, GST Registration has to be mentioned. The GST Registration No. should invariably be mentioned in the bid/tender/quotation, failing which the bid / tender / quotation will be considered as non – responsive and be liable for discharge.
 - Tenderers are required to furnish their bank account details as per enclosed Performa in order to arrange payment through Electronics Clearing System.
 - Information regarding income tax, Permanent account number (PAN), GST Registration number may be enclosed along with the documents.
 - The contractor has to quote for the GST Registration No. invariably failing which bid will be liable to be rejected and discharged.
 - It is mandatory to upload scanned copies of all documents including GST Registration, PAN etc. as stipulated in the bid documents. If such documents not uploaded his bid will become invalid and cost of bid document shall not be refunded.
 - Certificate of registration of valid GSTIN, PAN etc. and acknowledgement of up to date filed return if required.
 - Contractor / service provider / supplier etc. has to ensure timely and proper filling of GSTR1 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 financial loss to the DPA and therefore same shall be recovered from the payment / deposit of the contractor / service provider / supplier.
- 36 Necessary Indian Dock Safety regulations for the safety purpose shall be adhered by the contractor and he will be held responsible for any violations of the same.
- 37 For execution of work, contractor has to construct temporary offices, store, labour room, toilet etc. at his own cost. Nothing will be paid for these purpose and before handing over the site, contractor has to dismantle all these temporary structure erected by him. Completion Certificate will be issued only after compliance of above aspect.
- 38 Deputy Chief Engineer (H) reserves the right to increase / decrease the quantum of work. No. any extra claim on this shall be entertained.
- 39 Work is to be carried out as per detailed specification laid down in IS specification and CPWD manual however the provisions made in contract documents and DPT SOR shall prevail.
- 40 In case of items where no specifications is defined under ISI or PWD manual or DPT SOR or tender document superior quality of material available in market shall be applicable.
- 41 Workmanship shall be the best possible quality and all work shall be carried out by skilled workmen except for those which normally require unskilled persons. If the laws of the local Government/Municipal of other authority require the employment of licensed or registered workmen for various trades, the contractor shall arrange to have the work done by such licensed/registered personnel.
- 42 Only vehicles licensed by the Board will be allowed inside the Port premises. Admission to the Port premises of men and vehicles is regulated by rules and regulations of the Port Authority in force from time to time and any passes, tokens,

permits or licenses for his workmen vehicles or plant will have to be obtained by the Contractor from the Security Officer/C.I.S.F. of the Port Authority by making necessary deposits or payments for the same if any.

- 43 All the tools, ladders etc. for executing the work will have to be arranged by the Contractor at his own cost. Arrangement for storing of the materials, tools etc will also have to be made by Contractor. The Board shall not be responsible for any theft/loss of any materials tools etc. stored/brought by the Contractor for execution of work.
- 44 All the rules and regulations governing D.P.A. will be applicable.
- 45 No materials unless otherwise specified in tender required for the work will be provided by Port and the Contractor has to arrange for all the materials unless specified.
- 46 The bank guarantee issued by the Nationalized Banks / Scheduled Bank (Except Co-Operative Bank) having its branch at Gandhidham will only be accepted for the purpose of the contract.
- 47 The payment to the Contractor shall be made through ECS. The Contractor shall furnish Bank Agreement in prescribed format attached with this tender document for payment through ECS.
- 48 Prospective bidder(s) may raise query relating to bidding conditions, bidding process and / or rejection of its bid. The reason for rejecting a tender or non-issuing a tender to prospective bidder are made by the concerned bidder.

49 **Performance Security**

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.

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.

Applicable 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 security.

50 **Deviation in quantities**

Normally deviation means deviation in quantities of agreement items, i.e. where there is increase or decrease in the quantities of items of work specified in the agreement. Rates for such deviated items shall be calculated strictly as per the provision of agreement clauses.

- 51 Further in case market rates are less than the agreement rates then in such a case Engineer-in-Charge shall give notice to the contractor within one month of occurrence of the excess and shall decide the rates based on market rates considering the reply of contractor.
- 52 The analysis of rates on market rates shall be on similar lines as adopted in the justification of tender except that market rates of material/labour, hire charges of plant and machinery intended to be used prevailing at the time of such order or occurrence shall be adopted. Over and above the market rates so arrived 10% would be added for overheads and profit of the contractor.

53 **Extra/Substituted Items**

Definition

- a) Extra items of work are items that are completely new, and are in addition to the items contained in the contract.
- b) Substituted items are items that are taken up with partial modification or in lieu of items of work in the contract.
- c) One agreement item can be substituted by multiple items.
- d) The rate of any substituted item against agreement item up to deviation limit shall be derived as per provisions of variation Clause. Rate of remaining quantity of substituted item executed beyond deviation limit shall be determined on the basis of market rate.
- e) Similarly rate of extra item shall also be derived as per provisions of variation clause.

54 **Deriving the Market rates**

As per provisions of variation clauses sometimes rates are to be determined based on market rates in certain conditions. In such cases the contractor within 14 days of receipt of order for execution of deviated quantities, extra or substituted items beyond permissible limits and before the commencement of such work shall give notice, for revision of rates, supported by proper analysis, for such quantities. Engineer-in-Charge shall consider the analysis submitted by contractor and determine the rates on basis of market rates.

Further in case market rates are less than the agreement rates then in such a case Engineer-in-Charge should give notice to the contractor within one month of occurrence of the excess and should decide the rates based on market rates considering the reply of contractor.

The analysis of rates on market rates should be on similar lines as adopted in the justification of tender except that market rates of material/ labour, hire charges of plant and machinery intended to be used prevailing at the time of such order or occurrence shall be adopted. Over and above the market rates so arrived 10% would be added for overheads and profit of the contractor.

- 55 Individual quantity for any tender items of work may vary to any extent as required by D.P.A. for which the contractor shall not submit any dispute/claim what-so-ever, so long as the total amount of such variation does not exceed plus or minus 30 % of the Total contract value awarded.
- 56 The rate of any substituted item against agreement item upto deviation limit shall be derived as per provisions of variation Clause. Rate of remaining quantity of substituted item executed beyond deviation limit shall be determined on the basis of market rate.
 - ii) Similarly rate of extra item shall also be derived as per provisions of variation clause.
- 57 The bidder shall give an undertaking that they have not made any payment or illegal gratification to any person authority connected with bid process so as to influence the offence under the PC Act in connection with the bid.
- 58 The bidders shall disclose any payments made or proposed to be made to any intermediates (agents etc.) in connection with the bid.
- 59 The contract completion period is 24 (Twenty Four) months.
- 60 Payment with required deduction as per contract condition shall be made on monthly basis (only one bill per month under this contract) for the items executed in the preceding month.

- 61 The services of fire watch for carrying out any hot works, as required by the Port authority, shall be made free of cost by the department. However, all the necessary arrangements like obtaining a fire watch permit from the concerned authority, transportation of man and materials, if any, for fire prevention etc. shall have to be done by the contractor at his own cost. No claim what-so-ever on account of delay in arrangements or arrival of fire watch services shall be entertained.
- 62 All payments to contractors shall be made direct to the bank account of the contractors for which necessary details shall be furnished by the contractor including PAN.
- 63 The tenderers should submit firm offer without any price variation and no escalation will be considered.
- 64 Contractor has to use all the materials as per IS and has approved by Engineer In charge.
- 65 The Contractor shall affix seal along with signature in the Tender, failing which the bid / Tender will be considered as non-responsive and be liable to discharge.
- 66 Final bill of all works shall be paid as per DPA's citizens' charter. In case contractor fails to submit the final bill within 2 months of completion of work, the process of final bill should be initiated by the E-I-C suo-moto to thwart the efforts of contractor to delay the preparation of final bill which in all Probability may be in the minus. Similarly E-I-C should not delay recoveries for any overpayments detected/ the recoveries being disputed by the contractor on the plea that contractor has gone to Arbitration.
- 67 **Responsibilities of contractor**
- i) The contractor shall comply with all the provisions of the Minimum Wages Act, 1948, Contract Labour (Regulation and Abolition) Act, 1970 and rules framed there under, and other labour laws affecting contract labour that may be brought into force time to time.
 - ii) It shall be the duty of the contractor to ensure the disbursement of the wages in the presence of the Junior Engineer or any other authorized representative of the Engineer-in-charge, who will be required to be present at the place and time of disbursement of wages by the contractor to his workmen.
 - iii) The contractor shall obtain from the Junior Engineer or any other authorized representative of the Engineer-in-charge, as the case may be, a certificate under his signature at the end of the entry in the prescribed 'Register of Wages', or the 'Wage-cum Muster Roll', as the case may be, in the following form:
"Certified that the amount shown in column no. has been paid to the workman concerned in his bank account on at"
- 68 The contractor has to adapt following criteria for greenbelt development / tree plantation.
- Indigenous
 - Preferably perennial and ever green
 - Generally fast growing trees should be planted
 - Resistant to particular pollution
- 69 **Arbitration**
- The existing arbitration clause (Clause No.25 of settlement of disputes by arbitration) of the General Conditions of contract for works may be replaced by the following: -
- (I) Except where otherwise provided in the contract all questions and disputes relating to the meaning of the specifications, designs, drawings and instructions here in before mentioned and as to the quality of workmanship or materials used on the work or as to any other question, claim, right, matter or any other thing what so ever, in any way arising out of or relating to the contract, design, drawings,

specifications, estimates, instructions, orders or to the conditions or otherwise concerning the works or regarding the execution or failure to execute the same whether arising during the progress of work or after the completion thereof as described here in after shall be referred to the Chairman for sole arbitration by himself or by any officer appointed by him.

- ‘(ii) It will be no objection to any such appointment that the arbitrator is an employee of the Board or the Government, that he had to deal with the matter to which the contract relates and that in course of his duties as an employee of the Board or the Government, he had expressed views on all or any of the matters in dispute or of different.
The arbitrator, who has been dealing with the arbitration case, being transferred or vacating his office or in the event of his death or being unable to act for any reason, the Chairman then holding the office shall arbitrate himself or appoint any officer to act as arbitrator.
- ‘(iii) It is also a term of the contract that no person other than the Chairman himself or any officer appointed by him shall act as arbitrator.
- ‘(iv) It is a term of the contract that only such question and disputes as were raised during progress of work till its completion and not thereafter shall be referred to arbitration. However, this would not apply to the questions and disputes relating to liabilities of parties during the guarantee period after completion of the work.
- ‘(v) It is a term of the contract that the party invoking arbitration shall give a list of disputes with amounts of claim in respect of each said disputes along with the notice seeking appointment of arbitrator.
- ‘(vi) It is also a term of the contract that if the contractor does not make any demand for appointment of arbitrator in respect of any claims/disputes in writing, as aforesaid, within 120 days of receiving the intimation from the Engineer-in-Charge that the final bill is ready for payment, the claim of the contractor shall be deemed to have been waived and absolutely barred and the Port Authority shall be discharged and released of all liabilities under the contract in respect of these claims.
- ‘(vii) It is also a term of the contract that the arbitrator shall adjudicate only such disputes/claims as referred to him by the appointing authority and give separate award against each dispute/claim referred to him. The arbitrator will be bound to give claim wise detail and speaking award and it should be supported by reasoning.
- ‘(viii) The award of the arbitrator shall be final, conclusive and binding on all the parties to the contract.
- ‘(ix) The arbitrator from time to time, with the consent of both the parties, enlarge the time for making and publishing the award.
- ‘(x) Arbitration shall be conducted in accordance with the provision of Indian Arbitration Act, 1996 or any statutory modifications or re-enactment thereof and rules made there under and for the time being in force shall apply to the arbitration proceedings under this clause.
- ‘(xi) It is also a term of the contract that if any fees are payable to the arbitrator, this shall be paid equally by both the parties.
- ‘(xii) It is also a term of the contract that the arbitration shall be deemed to have been entered on the reference on the date he issued the first notice to both the parties calling them to submit their statement of claims and counter statement of claims.

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

70 Tenders with any condition, including conditional rebates, shall be rejected. However, tenders with unconditional rebate will be acceptable.

71 **Special Conditions for Environmental Protection**

- The Contractor(s) shall strictly follow up the environmental rules as per the Environmental (Protection) Act 1986 while execution of work.
- All constructions materials i.e. Cement, Aggregates, sand & fill materials which are to be used in construction work shall be covered with Tarpaulin or other fabric materials as directed by Engineer In Charge.
- The contractor(s) should stacked and disposed the waste materials in such a manner which are not destroy the environment.
- Machine mixers, vibrators, way batches plant, diesel generator sets and other vehicles engines shall not be left running when not in use.
- Emission of NO₂ and SO₂ shall be maintained within the work as per International Regulations.
- To prevent and minimize vibration and noise levels from machineries / vehicles during removal of civil wastes contractor(s) shall take the remedial action to minimize noise pollution.
- Provide adequate silencers attached with all vehicles and machines.
- Install suitable mufflers on engine exhaust and compressor component.
- The diesel generators set shall be used of noise less.
- To contractor(s) shall stacked/stored the construction materials at adequate distance from coastal area.
- The contractor(s) shall provide the barrier to prevent the construction materials from mixing up with surface / ground water.
- The contractor shall discharge Waste generated during construction work as per CPCB/GPCB regulations.

72 The contractor will be given work front for particular period on each location & he has to mobilise his man-power & equipment immediately take up the work since it is operational area. If contractor is failed to complete the work in stipulated time period as given by Engineer-In-Charge penalty at the rate of 1/2% of Estimate Cost per week for delay will be recovered from the bill of contractor.

73 **INTEGRITY PACT**

73.1 The bidder has to execute Integrity Pact agreement with Deendayal Port Authority (As per Appendix), Shri S.K. Sarkar, IAS (Retd.) and Shri Saurabh Chaudry, , IAS (Retd.), has been nominated as Independent External Monitor for Integrity Pact. Whose address is as under :

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

2. Shri Saurabh Chaudry, IAS (Retd.)
A-9, Sector – 30
Noida (U.P.) – 201301
Mobile No.9871322133
Email : saurabh7678@yahoo.co.in

73.2 Scanned copy of pre- contract Integrity Agreement (as per appendix) is to be uploaded along with the bid. Original hard copy of Pre contract Integrity Pact Agreement shall be submitted by post or hand immediately after closing date of online E-tender failing which tender shall be considered irrelevant.

74 Payment to contractor will be released after execution of Agreements.

75 In case of delay in completion of contract, liquidated damages (LD) may be levied at the rate of 1/2 % of the contract value per week or Part there of subject to a maximum 10% of the contract price.

- 76 The contractor has to incur the expenditure for preparation of 10 bonded copies of the agreement, for which DPA will provide one copy of full set including indexing, insertion of page nos. certification with index.
- 77 TDS @ 2% on GST will be deducted at the time of payment of bill.
- 78 Operating of Pump hours will be paid as per booking of log book.
- 79 Contractor shall have to supply immediate 5 to 6 HP Diesel dewatering pump set at various 5 locations and changes of location as and when required.
- 80 Discharging delivery pipe for each pump shall not less than 30 mtr. for each pump or actual requirement.
- 81 Diesel pump shall not be older than 2 years.
- 82 Contractor shall deploy one supervisor and one mechanic with communication means round the clock as and when required.
- 83 In case of any pump is noticed not in operation more than two days than 2 times rates quoted by contractor shall be recovered from bill and the same will be applicable for Item No.1,2,3,4 & 5.
- 84 **Subsequent Legislation**
If, after the last date of submission of tenders for the contract there occur changes to any National or Statute Stature, Ordinance or Decree or other law or any regulation or bye law of any local or other duly constituted authority or introduction of any such statute, ordinance, decree, law, regulation or by law which cause additional or reduced coast to the contractor in execution of the contract, such additional or reduced coast shall, after due consultation with the employer and the contractor be determined by the nodal officer or his nominee and shall be added to or deducted from the contract price and the nodal officer or his nominee shall notify the contractor accordingly with a copy to the employer.
- 85 The Contractor shall be liable for and pay salaries and also undertake to comply with all statutory liabilities like PF, Compensation etc. including payment/ contribution towards all statutory dues connected and/or related to the employment of the deputed sent to DPT and shall keep the DPA indemnified at all times against all claims, liabilities, losses and consequences in relation thereto and comply with all statutory requirement and subject to deduction of any tax or other amounts as required by law or as provided herein.
- 86 The Contractor shall adhere to and comply with all the laws that may be applicable to them and will extend all the benefits/privileges as applicable to person engaged /employed by them including that of PF, ESI, Workmen's compensation Act, Bonus, Gratuity, minimum wages Act and leave, etc. In case of any breach of any law, rules, notifications applicable to the employees of the contractor, the Contractor alone shall be responsible and liable for any act(s) of omission and/or commission committed by any employee, agent for discharging the obligations under this contract. The Contractor shall deposit all the mandatory contributions/dues with the appropriate authorities and shall provide the documentary evidence to DPA regarding such compliance if necessary and required as per extent laws.
- 87 The payment to the workers deployed by the contractor should be paid through their respective bank account only. The contractor has to submit the bills alongwith the documentary proof for payments made to the labours through the bank.
- 88 **Special Conditions for Welfare Cess :-**
a. The contractor shall be registered under the Building and Other Construction Workers (Regulation of Employment and Conditions of Services) Act, 1996.
b. "The payment from 2nd bill to the pre final bill, shall be released, subject to the condition that the documentary evidence (copy of paid Challan in Govt. Treasury) of the Welfare Cess @ 1% of work done or as amended by Statutory Authority from time to time, paid to concerned authority is submitted for the previous bill.
c. "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.

89 Penalty Clause

The progress of work will be reviewed at every one fourth period of the total time period of the contract. The Contractor have to adhere to the progress of the work in accordance with the total time period as under :-

Sr. No.	Time Period	Progress of the work to be achieved
1	One fourth of the total time period allowed	One fourth of the work
2	One half of the total time period allowed	One Half of the work
3	Three fourth of the total time period	Three fourth of the work
4	At completion of the total time period	100% progress of the work

If the contractor fails to achieve the prescribe progress as per above schedule without any genuine and justified reasons, penalty equal to 20% of shortfall in progress will be imposed on contractor and the amount will be deducted from running bill. If contractor succeed in achieving the progress in next tenure / stage of review, the recovered penalty of previous tenure only will be refunded.

Contractor

Superintending Engineer (H)
Deendayal Port Authority

SECTION – 7

BANK GUARANTEE

BANK GUARANTEE
SPECIMEN BANK GUARANTEE SECURITY DEPOSIT
(To be executed on Rs.300/- non-judicial Stamp Paper)

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

In consideration of the Board of Deendayal Port Authority incorporated by the Major Port Authorities Act, 2021 as (hereinafter called "The Board" which expression shall unless excluded by or repugnant to the context or meaning thereof be deemed to include the Board of Authorities of the port of [insert name of port], its successors and assigns) having agreed to release advance payment to _____ (hereinafter called the "contractor")

(Name of the contractor/s)
under the terms and condition of the contract, vide from the demand under the condition of the contract, vide _____'s letter No _____

(Name of the Department)
Date _____ made between the contractors and the Board for execution of _____ covered under Tender No. _____ dated _____ (hereinafter called "the said contract") for the payment of Security Deposit in cash or 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, _____, do hereby
(Name of Bank) (Name of Branch)

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

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

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

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

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

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

5. We, _____ further agree with the Board that the (Name of Bank and Branch)
Board shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said contract or to extend the time of performance by the said contract or to extend the time of performance by the said Contractors from time to time or to postpone for any time or from time to time any of the powers exercisable by the board against the said Contractors and to forebear or enforce any of the terms and conditions relating to the said contract and we shall not be relieved from our liability by reason of any such variation or extensions being granted to the contractors or for any forbearance, act or omission on the part of the Board or any indulgence shown by the board to the Contractors or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

6. This guarantee will not be discharged due to the change in the constitution of the Bank or the Contractor(s).

7. It is also hereby agreed that the Courts in [insert city] would have exclusive jurisdiction in respect of claims, if any, under this Guarantee.
8. We, _____ Bank lastly undertake not to revoke this guarantee during its currency except with the previous consent of the Board in writing.
9. Notwithstanding anything contained herein:
- (a) Our liability under this Bank Guarantee shall not exceed Rs. _____ (Rupees _____only);
- (b) This Bank Guarantee shall be valid upto _____ ; and
- (c) We are liable to pay the guarantee amount or any part thereof under this Bank Guarantee only and only if you serve upon us a written claim or demand on or before _____ (date of expiry of Guarantee)."
- Date _____ day of _____ 20

For (Name of Bank)

(Name)

Signature

SECTION – 8

AGREEMENT

A G R E E M E N T

This agreement made this _____ day of _____ between the Board of Deendayal Port Authority, a body corporate under Major Port Authorities Act, 2021, having its Administrative Office Building at Gandhidham (Kachhh) (hereinafter called the 'Board', which expression shall unless excluded or repugnant to the context, be deemed to include their successors in office of the one part and M/s. _____ (hereinafter called the 'contractor' which expression shall unless excluded by or repugnant to the context be deemed to include his / their heirs, executors, administrators, representatives and assigns or successors in office) of the other part.

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

AND WHEREAS the contractor agreed to deposit the Security Deposit as follows for the due fulfillment of all the conditions of the contract.

Bank Guarantee amounting to Rs. _____ equal to 3% of Contract value

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS :-

1. In this agreement words and expressions shall have the same meaning as are respectively assigned to them in the conditions of contract hereinafter referred to.
2. The following shall be deemed to form and to be read and construed as part of this agreement relating to the said work, viz.
 - a. Notice Inviting Tender. (Page No. _____ to _____)
 - b. The tender submitted by the contractor including Schedule “A’ & “B” (Page No. _____ to _____)
 - c. General Rules and Directions for the Guidance of tenders. (Page No. _____ to _____)
 - d. Schedule of Drawing (Page No. _____ to _____)
 - e. General and Special Conditions of the Contract (Page No. _____ to _____)
 - f. The specification, designs and methods of construction (Page No. _____ to _____)
 - g. The schedule of items of work with quantities and rates. (Page No. _____ to _____)
 - h. Correspondences exchanged before the issue of letter of acceptance by which the conditions of contract are amended, varied or modified in any way by manual consent (to be enumerated) (Page No. _____ to _____)
 - i. Work order No. _____ issued vide letter No. _____ (Page No. _____ to _____)
 - j. Additional drawings, specifications and written instructions when issued by or approved in writing by the Engineer-in-charge. (Page No. _____ to _____)

All the disputes related to the subject contract shall be resolved through a conciliation committee / councils comprising of independent subject experts

3. The contractor hereby covenants with the Board to complete and maintain the said works to the satisfactions of the Board in conformity in all respects in accordance with the provision of the said Contract.
4. The Board hereby covenants to pay the Contractor in consideration of such work “The Contract Price” at the time and in the manner prescribed by the said Contract.

IN WITNESS whereof the parties 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 :-

M/s. _____

Witness (Name, signature, address)

- 1) _____

- 2) _____

Signed, sealed and delivered by
Shri V. Ravindra Reddy, Chief Engineer on
Behalf of the Board in presence of

Chief Engineer (H.O.D.)
Deendayal Port Authority
For and on behalf of the Board of
Deendayal Port Authority

Witness (Name, signature, address)

1) _____

2) _____

H.O.D. & XEN)

common seal of the Board of Deendayal Port Authority
affixed in the presence of :

Secretary
Deendayal Port Authority

SECTION – 9

BILL OF QUANTITY