

DEENDAYAL PORT AUTHORITY



TENDER DOCUMENTS FOR

“DISMANTLING OF EXISTING GODOWN NO.19 TO 23 INSIDE CARGO JETTY AREA”

Executive Engineer (H)
HARBOUR DIVISION,
Deendayal Port Authority,
Nirman Bhavan, 1st Floor,
New Kandla – 370 210.
Kutch District.
Gujarat State
INDIA

Email-kphdivision@gmail.com

INDEX

VOLUME – I (TECHNICAL BID)

Name of work: Dismantling of existing godown no.19 to 23
inside cargo jetty area.

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DEENDAYAL PORT AUTHORITY

NOTICE INVITING ONLINE TENDER

Details about tender:

Department Name	: Civil Engineering Department
Circle/ Division	: Harbour Division, Nirman Bhavan, New Kandla-(Kutch)-370210.
Tender Notice No.	: HD-10/23
Name of Work	: Dismantling of existing godown no.19 to 23 inside cargo jetty area.
Estimated Contract Value (INR)	: PART 'A' Rs. 25,72,800.00 and PART 'B' Rs. 92,62,080.00 (Credit item)
Period of Completion (in Months)	: 06 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.20.07 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.26.76 Lakhs.ii. Two similar completed works, each costing not less than Rs.33.45 Lakhs.iii. One similar completed work costing not less than Rs.53.51 Lakhs.

3. "Similar Works" mean Tenderer should have completed any type of Civil Structure Dismantling works in that particular contract during last 7 years ending last day of month previous to the one in which applications are invited.

The bidder has executed the work in PSU organization, necessary TDS/ TCS certificate issued by the PSU organization shall be submitted.

Note: The net amount paid or received (i.e. difference of credit & debit part) by party towards the dismantling work to be considered for similar work experience.

The contractor those who are registered with DPA in the category of BUILDING Works with **A2** class and above is directly eligible and need not to submit technical bid documents for Pre-qualification. However, the bidder shall submit hardcopy of tender along with copy of registration with DPA.

Joint Venture	: Not Allowed
Rebate	: Applicable
Bid Document Fee :	: Rs. 1180.00 including GST (In the form of Demand Draft / BC /Pay order drawn in favour of FA&CAO, Deendayal Port Authority payable at Gandhidham)
Bid Document Fee Payable To:	:FA & CAO, Deendayal Port Authority, Gandhidham
Bid Security/ EMD (INR) :	: Rs. 66893/- (In the form of Demand Draft / BC /Pay order drawn in favour of FA&CAO, Deendayal Port Authority payable at Gandhidham)
Bid Document Downloading Start Date	: Date _____ Time _____ Hrs
Bid Document Downloading End Date	: Date 27/06/2023 Time 12:00 Hrs
Date & Place of Pre Bid Meeting	: Not Applicable
Receipt of Bids	: Date 27/06/2023 Time 12:00 Hrs
Bid Validity Period	: 120 Days

Remarks	<p>: Tender Fees in form of Demand Draft (DD) / BC / Pay order drawn in favour of FA & CAO, DEENDAYAL PORT AUTHORITY, Payable at Gandhidham.</p> <p>The EMD in the form of BG drawn in favour of “Board of Deendayal Port Authority” issued from any Nationalized Bank/Schedule Bank (Except Co-Operative Bank) having its branch at Gandhidham as per enclosed format.</p> <p>The bid / tender shall also be accompanied by Integrity Pact Agreement in preliminary bid duly signed by the bidder and two witness (which is also required to be got signed by the bidder) The above shall be submitted in electronic format through on line (by scanning) while uploading the bid. This submission shall mean that EMD, Tender Fee & Integrity Pact Agreement are received. Accordingly offer of only those shall be opened whose EMD, Tender Fee & Integrity Pact Agreement is received electronically. However, for the purpose of realization, bidder shall send the same in original along with hard copy of tender (sealed & signed of authorized person), and other PQ documents through R.P.A.D./speed post or in person so as to reach to Executive Engineer (Harbour), Harbour Division, Nirman Building, New Kandla within 7 days from the date of opening.</p> <p><i>In case of Micro and Small Enterprises (MSEs) holding valid certificate issued by any agencies/ 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.</i></p>
Bid Opening	: Technical Bid shall be opened on 27/06/2023. Date of opening of price bid shall be notified after scrutiny & evaluation of Technical Bid.
Documents required to be submitted by scanning through online	<p>a. Documents in support of fulfilling qualifying criteria as indicated above.</p> <p>b. EMD</p> <p>c. Tender fee Demand draft/BC/PO.</p> <p>d. As indicated in clause 4 of Section-2 Instruction to Bidders.</p> <p>e. Integrity Pact Agreement</p>
Officer- Inviting Bids	: Executive Engineer (Harbour), Harbour Division, Nirman Bhavan, New Kandla, Kutch 370210.
Bid Opening Authority Address	: Executive Engineer (Harbour) : Harbour Division, Nirman Bhavan, New Kandla (Kutch)-370210.

Contact Details : kphdivision@gmail.com

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

Note :

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

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

(n)Procure Cell, 403, GNFC Infotower,

S.G. 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 in favour of respective DPA and EMD).
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 etc. 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 EMD.
- II. Duly signed integrity pact by the bidder & two witness to be submitted in preliminary bid

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 provision of NIT
- VII. Certificate of Registration for valid GST, PAN, and acknowledgement of up to date filed return if required.

Executive Engineer (H)
Deendayal Port Authority

SECTION – 2

GENERAL INSTRUCTIONS

GENERAL

1. **Scope of bid**

- 1.1 The Executive Engineer (Harbour), Deendayal Port Authority, invites bids by E-Tendering for the works " **Dismantling of existing godown no.19 to 23 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.

b. **Eligible bidders**

- 2.1 The invitation for bids is open to all eligible bidders meeting the eligibility criteria as defined clause no.4
- 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

c. **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.

d. **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. Information regarding projects in hand, current litigation, orders regarding exclusion, expulsion, or black listing, if any.
- 4.2 If the employer has not undertaken pre-qualification of potential bidders, all bidders shall include the following information and documents with their bids in section 2.
 - (a) Copies of original documents defining the constitution or legal status, place of registration, and principal place of business; written power of attorney of the signatory of the bid to commit the bidder.
 - (b) Total monetary value of construction work performed for each of the last five years.
 - (c) 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.
 - (d) Major items of construction equipment proposed to carry out of the contract.
 - (e) Reports on the financial standing of the bidder, such as profit and loss statements and auditor's reports for the past five years;

- (f) Evidence of adequacy of working capital for this contract (access to lines of credit and availability of other financial resources)
- (g) Authority to seek references from the bidder's bankers.
- (h) Information regarding any litigation, current or during the last five years, in which the bidder is involved, the parties concerned, and disputed amount.

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.20.07 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. 26.76 lakhs.

b) Two similar completed works each, costing not less than Rs 33.45 lakhs.

c) One similar completed work costing not less than Rs.53.51 lakhs.

iii) "Similar Works" means any type of Civil Structure Dismantling works. If the bidder has executed the work other than Govt. Organization, the necessary TDS/TCS certificate shall be submitted

Note: The net amount paid or received (i.e. difference of credit & debit part) by party towards the dismantling work to be considered for similar work experience.

The contractor those who are registered with DPA in the category of BUILDING Works with **A2** class and above is directly eligible and need not to submit technical bid documents for Pre-qualification. However, the bidder shall submit hardcopy of tender along with copy of registration with DPA.

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

4.4 Sub-contractors' experience and resources shall not be taken into account in determining the bidder's compliance with the qualifying criteria

4.5 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

e. 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.

f. 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.

B. Bidding Documents

7. Content of Bidding Documents

- 7.1 The set of bidding documents comprises the documents listed in the table below and addenda/ corrigendum issued, if any:

Section No.	Description	No. of Pages
1	Notice Inviting Tender	1-3
2	General Instructions	1-11
3	General rules and Directions for the Guidance of contractor	1-2
4	Special conditions & specifications	1-12
5	Drawing	1
6	Bill of Quantity	1-2
7	Forms of Security and other forms	1-13

- 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 19 hereof, bids which are not substantially responsive to the requirements of the bid documents shall be rejected

C. Preparation of Bids

8. Instructions to Bidders

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 websites <https://DPT.nprocure.com>, <http://www.deendayalport.gov.in> http: www.eprocure.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 lacs.
- B. The EMD up to Rs. 5 lakhs be payable either by Demand Draft/Pay Order/Banker's Cheque from Nationalized/ Scheduled Bank except Co-operative Bank. EMD beyond Rs.5 lakhs be payable in the form of Bank Guarantee for the entire amount from any Nationalized Bank having its branch at Gandhidham. 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. The bidders registered with Micro Small and Medium Enterprise (MSME) in appropriate category mentioned under similar works above are exempted for submission of EMD and Tender Fee. Scanned copy registration may be uploaded.
- D. 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.
- E. EMD shall be refunded suo-motto without any application from the bidders.
- F. The bid security of the successful bidder will be discharged after he has signed the Agreement and furnished the required Performance security.
- G. The Bid security may be forfeited, if
 - a) The bidder withdraws the bid after bid opening during the period of bid validity.
 - b) The bidder does not accept the correction of the Bid price, pursuant to Clause 27; or
 - c) The successful bidder fails within the specified time limit to
 - (i) Sign the Agreement or
 - (ii) Furnish the required Performances security.
- H. In case of Micro and Small Enterprises (MSEs) holding valid certificate issued by any agencies/ 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.

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 _____ in the event of the specified date for the submission of bids being declared a holiday by the Employer. The bids will be received up to the appointed time on the next working day.
- 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 in tender conditions shall be Scanned and submitted On-Line along with Tender documents. However, the originals/ attested hard copies shall have to be forwarded subsequently so as to reach the office of Executive Engineer (H) within 7 days of opening of the tenders.

The envelopes shall be addressed to:

- (a) The Executive Engineer (H),
Deendayal Port Authority
Harbour- Division,
Nirman Bhavan, 1st floor,
Deendayal-Kutch-370210
Gujarat - State.

(b) Bear the following identification:

Accompaniments for **"Dismantling of existing godown no.19 to 23 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 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 and 7.

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 rates and prices for all items of the Works described in the Bill of Quantities. Items for which no rate or price is entered by the bidder will not be paid for by the Employer when executed and shall be deemed covered by the other rates and prices in the Bill of Quantities

12.3 All duties, taxes, and other levies payable by the contractor except GST under the contract, or for any other cause shall be included in the rates, prices, 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 10.2. 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 email. 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.

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 24.

E. BID OPENING AND EVALUATION

18. Bid opening

- 18.1 On the due date and appointed time as specified in clause 10.2, the Employer will first open Technical bids of all online bids received including modifications made pursuant to clause 17 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 net highest 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.H2) shall be kept in reserve and may be invited to match the bid submitted by the (H1) 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 any thing 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

Performance guarantee should be 10% of Contract price of which 5% of contract price should be submitted as Bank Guarantee, or Demand Draft within 21 days on receipt of letter of Acceptance/Intent and balance 5% recovered as Retention Money from Running Bills. Recovery of 5% Retention Money to commence from the first RA bill onwards @ 5% of the Bill Value from each bill. Retention Money will be refunded within 14 days from the date of payment of final bill. Balance SD to will be refunded immediately not later than 14 days from completion of defect liability period.

Failure of the Successful Bidder to comply with the requirement as mentioned above shall constitute sufficient grounds for cancellation of the award of work and forfeiture of Bid Security i.e. EMD.

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

25. 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.

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

SECTION – 3

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

BOARD OF DEENDAYAL PORT AUTHORITY

HARBOUR DIVISION

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

General Rules and Directions for the Guidance of Contractors

1. All works proposed for execution by Contract will be notified in a form of invitation to tender, posted in public place, and signed by the Executive 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 item, 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 Executive Engineer shall also be open for inspection by the Contractor at the office of the Executive Engineer during office hours.

2. The Executive 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.
3. **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.**

ITEM RATE TENDER FOR WORKS

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

SECTION 4

SPECIAL CONDITIONS & SPECIFICATIONS

NAME OF WORK: Dismantling of existing godown no.19 to 23 inside cargo jetty area.**SPECIFICATIONS AND SPECIAL CONDITIONS**

- 1 Contractor has to visit the site before offering the rates in bid.
- 2 Work includes dismantling of Godowns constructed with RCC frame structure with block masonry in wall, M.S. Structure, / RCC Pre-stressed members in trusses, purlins, with M.S. doors. with electrical fixtures available. Contractor has to dismantle godown up to floor level without damage to RCC floor, taking away salvage material and offer maximum rates to Port for salvage material taking away by the Contractor. The column reinforcement bars of about 1 m above the floor level to be kept for future construction of godowns over same floor if required.
- 3 Contractor has to arrange all insurance for their labour, material, tools and plants for any accident. Port authority will not be responsible for any accident or any theft during execution of work.
- 4 Contractor has to follow all labour rules, safety norms during execution of work.
- 5 Time period of this work will be 06 months after issue of the work order.
- 6 Contractor has to obtain all gate passes, CISF permission for in / out of labour material while execution of the work.
- 7 Before commencement of the work, contractor has to deposit offered amount for Credit Item to the Port then only work can be commence.
- 8 Contractor has to submit all relevant document of similar nature, when, where and which type of such work executed by him.
- 9 Blank
- 10 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. This is a Item rate tender.
- 11 The tender for the work shall remain open for acceptance for 120 days from the date of its opening.
- 12 The L.O.A. (letter of acceptance) intimating the contractor about the proposed acceptance of tender will be issued by the Chief Engineer.

- 13 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.
- 14 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.
- 15 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.
- 16 The work shall be done strictly in accordance with specification laid down in latest IRC standard, latest IS codes in practice for different building trades, in addition to the specifications given in Schedule "B" of the tender, approved plan and the instructions issued by the Engineer-in-charge from time to time.
- 17 The work shall be carried out in accordance with the best standards of workmanship and to entire satisfaction of Engineer-in-Charge.
- 18 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.
- 19 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.
- 20 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.
- 21 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.

- 22 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.
- 23 The notes and datas 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.
- 24 All the labour acts, rules, and regulations in force from time to time are to be followed by the contractor.
- 25 The contractor shall have to obtain necessary license from the Assistant Labour Commissioner (Central) Adipur in case he has to engage 10 or more workers on any day during the execution of work.
- 26 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
- 27 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.
- 28 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.
- 29 Any taxes, royalty or any other escalation in prices etc. (except GST) on contract in materials purchased or on materials quarried or tax if any on the works contracts in question should be borne by the firm / contractors alone and the Port Authority Board has nothing to do with the same.
- 30 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.
- 31 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 negligence in the proper performance of his duties as such persons shall not be again employed on the work without permission of Engineer-in-Charge.

- 32 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.
- 33 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 Executive engineer accordingly.
- 34 All the tools, plants, scaffolding, ladder etc., and other machinery etc. required temporary for the purpose of execution of work will have to be arranged by the contractor at his own cost, and storing of such tools, plants etc. will have to be made by him.
- 35 The contractor has to make his own arrangement for the storage of materials at site or work.
- 36 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.
- 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 on completion of the work, 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 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.
- 39 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.
- 40 The contractor shall have to make his own arrangement for potable water required for the work.
- 41 The tender documents submitted by the contractor and correspondence exchanged between him and Deendayal Port Authority prior to the acceptance of tender and thereafter shall form part of an agreement even though formal agreement duly signed is not executed.
- 42 FORCE MAJURE: This will be restricted to acts of God only.
- 43 While evaluating tenders regards should be paid to National Defense and Security Condition.

- 44 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.
- 45 Tenderers are required to furnish their bank account details as per enclosed Performa in order to arrange payment through Electronics Clearing System.
- 46 Information regarding income tax, Permanent account number (PAN), GST Registration number may be enclosed along with the documents.
- 47 The contractor has to quote for the GST Registration No. invariably failing which bid will be liable to be rejected and discharged.
- 48 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.
- 49 Certificate of registration of valid GSTIN, PAN etc., and acknowledgement of up to date filed return if required.
- 50 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.
- 51 The Bank Guarantee if submitted in lieu of Security Deposit must be from any Nationalized Bank/ Schedule Bank (except co-operative bank) having its branch at Gandhidham.
- 52 The tenderers should submit firm offer without any price variation and no escalation will be considered.
- 53 The bidder shall give undertaking that they have not made any payment or illegal gratification to any person authority connected with the bid, process so as to influence that bid process and have not committed any offence under the PC act in connection with the bid.
- 54 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.
- 55 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.
- 56 The rates offered by the contractor and accepted by the Deendayal Port Authority shall remain firm during the carried of the contract and extension.
- 57 Deendayal Port Authority reserves all rights to rejects or accept any bidders offer as per their technical and commercial evaluation.

58 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.

59 The bidders shall disclose any payment made or proposed to be made to any intermediaries /agents etc. in connection with bid.

60 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.

61 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.

62 Extra/Substituted Items

62.1 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. Similarly rate of extra item shall also be derived as per provisions of variation clause.

62.2 No extra/substituted item should be executed or approved without 'in-principle' approval by the authority that accorded the technical sanction.

63 Blank

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

65 The contractor is liable for whole responsibility to carry out dismantling work, no further damage occur during dismantling in nearby structure.

- 66 The work shall be done strictly in accordance with specification laid down in latest IRC standard, latest IS codes in practice for different building trades and standard railway norms, in addition to the specifications given in Schedule "B" of the tender. Approved plan and the instructions issued by the Engineer-in-charge from time to time.
- 67 Contractor has to deploy skilled labour for dismantling work as work is at height and inside cargo jetty area.
- 68 Notwithstanding anything contained herein DPA may, without any cause, terminate this contract by giving to the other 30 days written notice.
- 69 **FIRST AID.** The contractor shall maintain at readily accessible place, First Aid appliances including adequate supply of sterilized cotton wool. The appliances shall be placed under the charge of responsible person who shall be available during working hours.
- 70 **Any** damage, deterioration, loss caused to DPA property due to negligence, carelessness on the part of the workmen employed by the contractor, shall be made good by the contractor at his own cost. If he fails to do this, DPA shall be within their rights to affect necessary recoveries from the Contractor's bill or through other means as per the law.
- 71 DPA shall not be responsible for any injury or loss of life or sickness of the workmen or of any individual involved in the contract (deployed by the agency/service provider/contractor) during the course of their duties or out of their duty hours. Any statutory liabilities which may arise shall be to the agency / contractor(s) / service provider's account. The agency Contractor(s)/service provider's account.
- 72 The contractor shall quote the price exclusive of GST. The applicable GST shall be paid extra to the contractor after producing GST Invoice as per the certified Bill by the department. However, element of GST shall not consider for evaluation of bid. However, for credit part the contractor shall pay GST to DPA Contractor/ Service provider/ Supplier etc. has to ensure timely and proper filling of GSTR 1 so that Deendayal Port Authority can avail input tax credit in timely manner. In case DPA not allowed input tax credit due to failure on part of the Contractor/ Service provider/ Supplier etc., it will be a financial loss to the DPA and therefore same shall be recovered from the payment/deposit of the Contractor/ Service provider/ Supplier

TDS ON GST

TDS provision under GST Acts, 2017 are in force from 01.10.2018 and accordingly TDS under GST Act will be deducted @ 2 % (1% CGST and 1 % SGST or 2 % IGST) from payment / credit give to contractor/ professional and other for work order / contract exceeding Rs. 2,50,000/-.

- 73 Applicable only for Credit Items

- i. Quantity considered for credit item is tentative, actual quantity may vary on either side.
 - ii. Contractor has to pay GST as applicable on credit item along with the amount payable for credit item.
 - iii. The amount quoted by the contractor against credit item shall be deposited in advance with DPA only after that contractor will be allowed to commence the work.
 - iv. The material to be taken away shall be weighed on DPA weighbridge by the contractor at his own cost and actual weight shall be considered for quantity of credit item in presence of the representative of Engineer in charge of work.
 - v. The contractor have to remove and stack the A.C. Sheet carefully without damaging, otherwise the damaged A.C. Sheets also to be taking away under credit item if found that the A.C. Sheet damaged due to the fault of the contractor.
- 74 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.
- 75 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.
- 76 In the event of the contractor(s) committing a default or breach of any of the provisions of the boards contractor's labour regulations and model rules for the protection of health and sanitary arrangements for the workers as amended from time to time or furnishing any information or submitting or filling any statement under the provisions of the above regulations and rules which is materially incorrect, he/they shall without prejudice to any other liability, pay to the board a sum not exceeding Rs.200/- for every default breach or furnishing, making, submitting filling such materially incorrect statements and in the event of the contractor (s) defaulting continuously in this respect, the penalty may be enhanced to Rs.200/- per each day of default subject to a maximum of 5 percent of the estimated cost of the work put to tender the decision of the engineer-in-charge shall be final and binding on the parties.
- 77 Liquidated damages**
- 77A. In case of delay in completion of the contract, liquidated damages (L.D) may be levied at the rate of 1/2%of the contract value per week of delay or part thereof, subject to a maximum of 10 per cent of the contract price.

- (i) The owner ,if satisfied ,that the works can be completed by the contractor within a reasonable time after the specified time for completion , may allow further extension of time at its discretion with or without the levy of L.D. In the event of extension of time at its discretion with L.D, the owner will be entitled without prejudice to any other right or remedy available in that behalf per cent (1/2%) of the contract value of the works for each week or part of the week subject to the ceiling defined in sub-clause 77A.
- (ii) The owner ,if not satisfied that the works can be completed by the contractor, and in the event of failure on the part of the contractor to complete work with in further extension of time allowed as aforesaid, shall be entitled, without prejudice to any other right, or remedy available in that behalf, to rescind the contract.
- (iii) The owner, if not satisfied with the progress of the contract and in the event of failure of the contractor to recoup the delays in the mutually agreed time frame, shall be entitled to terminate the contract.
- (iv) In the event of such termination of the contract as described in clauses 77A(ii) or 77A(iii) or both the owner shall be entitled to recover L.D. up to ten per cent (10%) of the contract value and forfeit the security deposit made by the contractor besides getting the work completed by other means at the risk and cost of the contractor.
- (v) The ceiling of LD shall be 10% of the cost of work

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

78 **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”.

- 79 The asbestos sheet being hazardous material, proper care and trained/skilled persons to be engaged for the removal of the A.C. Sheet with mandatory tools & equipment's and also the disposal of debris of asbestos

sheet to be done properly as per environment guide line to ensure the health & safety of the workers.

- 80 The contractor has to submit the method of demolition and equipment's to be utilized considering the safety standards/ norms to the engineer –in charge before commencement of the work.
- 81 The contractor has to clear and clean the complete area of the site i.e. godown area as well as surroundings after completion of the work as directed by engineer in charge without any cost.
- 82 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.
- 83 **The bidder has to execute Integrity pact agreement with Deendayal Port Authority (As per Appendix enclosed). Shri S.K. Sarkar, 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 |
|---|---|
- 84 **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.**
- 85 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
- 86 The contractor shall be registered under the Building and Other Constructions Workers (Regulation of Employment and Conditions of Services) Act, 1996.
- 87 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 security.

- 88 All the entries inside Cargo Jetty area for the vehicle / man power are being mandatorily regulated through RFID. So all the vehicles / man power entering the port should have to register first on RFID portal of D.P.A. and then have to pay necessary charges towards enter inside Port through RFID tag & wallet at the applicable rate and that may vary from time to time. Labours / other man power also provided with RFID entry permit on the payment of necessary charges to authority for issuance of necessary permit / ID card. So Contractor has to consider the this aspect for payment of necessary charges towards entries of vehicles and issuance of ID cards to their employee / labour while quoting their rates in the bid. No separate claim will be entertain on this account.

Contractor

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

SECTION 5

DRAWING

SECTION 6

BILL OF QUANTITIES

SECTION 7

FORMS OF SECURITIES AND OTHER FORMATS

FORMS OF SECURITIES AND OTHER FORMATS

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

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

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

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

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

(Name of the contractor/s)

from the demand under the terms and condition of the contract, vide 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

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)

BANK PAYMENT AGREEMENT

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

Declaration by the Party:-

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

**SIGNATURE OF THE PARTY
WITH THE SEAL**

Declaration by the Bank:-

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

**SIGNATURE OF THE BANK
MANAGER
WITH THE SEAL**

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

(To be executed on Bank's Letter Head)

Date:

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

Dear Sir,

Sub: Our Bank Guarantee No. _____ dated _____ for
Rs. _____ favoring yourselves
issued on a/c of M/s. _____
(Name of contractor)

.....

We confirm having issued the above mentioned guarantee favouring
yourselves, issued on account of M/s. _____ validity for expiry upto
date _____ and claim expiry date upto _____

We also confirm 1) _____ 2) _____ is/are empowered to
sign such Bank Guarantee on behalf of the Bank and his/their signatures is/are binding on the Bank.

Name of signature of Bank Officer

<p style="text-align: center;">SPECIMEN LETTER OF AUTHORITY FOR SUBMISSION OF BID (To be executed on Rs.300/- non Judicial Stamp Paper)</p>
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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: