

DEENDAYAL PORT AUTHORITY



TENDER DOCUMENTS FOR

Dismantling of P & C building at New Kandla

Executive Engineer (Harbour)

Harbour Division,
Nirman Building,
First floor,
Deendayal Port Authority,
New Kandla – 370210.
Kutch District.
Gujarat State.

kphdivision@gmail.com

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DEENDAYAL PORT AUTHORITY

DC : 1

COMPETITIVE BIDDING

AGREEMENT NO: - HD-09/23

BID NO: --HD 09/23

**NAME OF WORK : Dismantling of P & C building at New
Kandla**

PERIOD OF DOWNLOADING OF BID DOCUMENTS

FROM : DATE

TO : DATE 28/06/2023 TIME 12:00 HRS.

LAST DATE AND TIME FOR RECEIPT OF BIDS : DATE 28/06/2023 TIME 12:00 HRS

TIME AND DATE OF OPENING OF BIDS : DATE 28/06/2023 TIME 12:05 HRS

PLACE OF OPENING OF BIDS: : Harbour Division, First floor,
Nirman building ,
: Deendayal Port Authority,
New Kandla-KUTCH
GUJARAT STATE

**OFFICER INVITING BIDS : Executive Engineer (H),
DEENDAYAL PORT AUTHORITY**

NOTICE INVITING ON LINE TENDER

Details about tender:

Department Name	: Civil Engineering Department
Circle /Division	: Harbour Division, Nirman Building, New Kandla (Kutch)-370204.
Tender Notice No.	: -HD 09/23
Name of Project	: Dismantling of P & C building at New Kandla
Name of Work	: Dismantling of P & C building at New Kandla
Estimated Contract Value (INR)	: Rs. 14,94,070.00 (Credit i.e. Payable to DPA by Bidder)
Period of Completion (in Months)	: 06 (Six) 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.4.48 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 work costing not less than Rs.5.98 Lakhs OR (ii) Two similar completed works, each work costing not less than Rs.7.47 Lakhs OR (iii) One similar completed work costing not less than Rs.11.95 Lakhs 3. Similar Works means having experience of Dismantling of Building / RCC Structural Work/ Godowns structural work. The bidder who is registered with DPA in class B2 & above under building work category does not need to submit any document except Scanned copy of valid registration

certificate & hard copy of tender documents duly stamped and signed documents.

4. Note: If the bidder has executed the work in private organization other than Government Organization, necessary TDS/TCS/GSTR certificate issued by private organization/competent authority shall be submitted alongwith bid submission.

Joint Venture	: Not allowed
Rebate	: Applicable
Bid Document fees	: Rs. 1000.00 (+) 18% GST = Rs. 1180.00
Bid Document Fee Payable To	: FA & CAO, Deendayal Port AUTHORITY, Gandhidham
Bid Security/ EMD (INR)	: Rs.14941.00
Bid Security/ EMD (INR) In Favour Of	: FA & CAO, Deendayal Port Authority, Gandhidham
Bid Document Downloading Start Date	:
Bid Document Downloading End Date	: 28/06/2023 Up to 12:00 Hrs.
Last Date & Time for Receipt of Bids	: 28/06/2023 Up to 12:00 Hrs.
Bid Validity Period	:120 Days
Condition::	<p>Tender fee & EMD in form of Demand Draft (DD)/ PO /Bankers Cheque (BC)only shall be submitted in electronic format through on line (by scanning) while uploading the bid. This submission shall mean that tender fee & emd is received. Accordingly, offer of those shall be opened whose Tender Fee & EMD is received electronically. However for the purpose of realization, bidder shall send the same in original to Executive Engineer (H), Deendayal Port Authority at the time of tender opening or send the same through R.P.A.D./speed post or in person so as to reach to Executive Engineer (H), Harbour Division, First floor, Nirman Building, New Kandla (Kutch) within 7 days from the last date of opening.</p> <p>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</p>

	bidder shall upload the scanned copy of valid certificate in preliminary bid.
Remarks::	Submission of Tender Fee and other Documents during office hours up to 04/07/2023 by R.P.A.D / Speed post or in person in the chamber of Executive Engineer (Harbour), Harbour Division, First floor, Nirman Building, New Kandla (Kutch)-370204. Email-kphdivision@gmail.com
Bid Opening Date ::	Technical Bid will be opened on 28/06/2023 @ 12:05 Hrs. Date of opening of price bid shall be notified after scrutiny & evaluation of Technical Bid
Documents required to be submitted by scanning through online::	<ul style="list-style-type: none"> a. Documents in support of fulfilling qualifying criteria as indicated above. b. Tender Fee & EMD in form of DD /BC / PO only. c. As indicated in Clause 4 of Section 1 - Instructions to bidders.
Officer Inviting Bids::	Executive Engineer (Harbour), Harbour Division, First floor, Nirman Building, New Kandla (Kutch)-370210.
Bid Opening Authority::	Executive Engineer (Harbour), DPA
Address::	Harbour Division, First floor, Nirman Building, New Kandla (Kutch)-370210.
Contract Details::	02836 – 270325

Executive Engineer (Harbour)
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, and EMD in favour of FA & CAO, DPT.
 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 DPT.
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 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
 - VI. Any other Document as specified in the press notice
 - VII. Affidavit as per provisions of NIT
 - VIII. Certificate of Registration for GST and acknowledgement of up to date filed return if required.

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

SECTION -1
INSTRUCTIONS TO BIDDERS

GENERAL

1. Scope of Bid

- 1.1 The Executive Engineer (Harbour), Deendayal Port Authority, invites bids by E-Tendering for work of "Dismantling of P & C building at New Kandla"

2. Source of Funds

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

3. Eligible Bidders

- 3.1 The invitation for Bids is open to all eligible bidders meeting the eligibility criteria as defined in Clause No.4
- 3.2 All bidders shall provide in Section-2, form of Bid and Qualification Information, a statement that the 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.
- 3.3 Bidders shall not be under a declaration of ineligibility for corrupt and fraudulent practices issued by the employer.

4. Eligibility Criteria :

- 4.1 Average annual financial turnover during the last three years ending 31st March of the previous financial years, should be at least Rs. 4.48 Lakhs.
- 4.2 ~~Solvency certificate from bankers for Rs. _____ Lakhs not older than six months as on the date of opening bid.~~
- 4.3 Experience of having successfully completed similar works during last 7 years ending last day of month previous to the one in which applications are invited should be either of the following:
- i. Three similar completed works, each work costing not less than Rs.5.98 Lakhs.
 - ii. Two similar completed works, each work costing not less than Rs.7.47 Lakhs.
 - iii. One similar completed work costing not less than Rs.11.95 Lakhs.
- 4.4 Similar Works means having experience of Dismantling of Building / RCC Structural Work/ Godowns structural work. The bidder who is registered with DPA in class B2 and above under building work category does not need to submit

any document except Scanned copy of valid registration certificate & hard copy of tender documents duly stamped and signed documents.

Note: If the bidder has executed the work in private organization other than Government Organization, necessary TDS/TCS/GSTR certificate issued by private organization/competent authority shall be submitted alongwith bid submission.

4.5 All bidders shall scan and forward the following information and documents with their bids.

- a. Copies of original documents defining the constitution or legal status, place of registration, and principal place of business, written power of attorney of the signatory of the Bid to commit the Bidder.
- b. Total monetary value of Dismantling of Building works work performed for each of the seven years.
- c. Experience in works of a similar nature and size for each of the last seven years, and details of works underway or contractually committed, and Employers who may be contacted for further information on those contracts.
- d. Major items of construction equipment proposed to carry out the contract.
- e. Qualifications and experience of key site management and technical personnel proposed for the contract.
- f. Reports on the financial standing of the Bidder, such as profit and loss statements and auditor's reports for the past three years.
- g. Authority to seek references from the Bidder's bankers.
- h. PAN, Registration with GST, Provident Fund Authorities.
- i. Information regarding any litigation, current or during the last five years, in which the Bidder is involved, the parties concerned, and disputed amount.
- j. Proposal for subcontracting components of the works amounting to more than 10 percent of the Bid Price ; and

4.6 Even though the bidder meets the above qualifying criteria, they are subject to be disqualified, if they have:

- Made misleading or false representations in the forms, statements and attachments submitted in proof of the qualification requirements: and/or
- record of poor performance such as abandoning the works, not properly completing the contract, inordinate delays in completion, litigation history or financial failures etc.,

5. One Bid per Bidder

- 5.1. Each bidder shall submit only one bid. A bidder who submits more than one Bid(other than as a subcontractor or in cases of alternatives that have been

permitted or requested) will cause the entire proposal with the Bidder's participation to be disqualified.

6. Cost of Bidding

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

7. Site Visit

- 7.1 The Bidder, at his own responsibility and risk is encouraged to visit and examines 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

8. Content of Bidding Documents

- 8.1 The set of bidding documents comprises the documents listed in the below and addenda issued:

	Invitation of Bids (NIT)
SECTION 1	Instructions to Bidders
SECTION 2	Forms of Bid, Qualification Information
SECTION 3	Conditions of Contract and Special Conditions
SECTION 4	Form of Securities
SECTION 5	Bills of Quantities

- 8.2. The bidding documents shall be downloaded. The documents should be completely filled and submitted through on line Tendering process.

- 8.3 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.

9. Language of Bid

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

10. Documents comprising the Bid

- 10.1 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 of the material required to be furnished and submitted by the bidder in accordance with these instructions.

B) Financial Bid :

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

11. Bid Prices

- 11.1 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.
- 11.2 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 by the Employer when executed and shall be deemed covered by the other rates and prices in the Bill of Quantities.
- 11.3 All duties, taxes, and other levies payable by the contractor excluding 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. Currencies of Bid and Payment

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

13. Bid Validity

- 13.1 Bids shall remain valid for a period not less than 120 days after the deadline date for bid submission specified in Clause 18. A bid valid for a shorter period shall be rejected by the Employer as non-responsive.
- 13.2 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.

14. 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. 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
- 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.

- g. 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*

15. Alternative Proposals by Bidders

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

16. Format and Signing of Bid

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

The Bid shall contain no alternations additions, except those to comply with instructions issued by the Employer.

D. SUBMISSION OF BIDS

17. 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@gnvfc.net Mobile: 9327084190 / 9898589652.

The accompaniments to the tender documents as described under Clause 4.5 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

- (a) be addressed to:
The Executive Engineer (Harbour),
Deendayal Port Authority,
Nirman building,
Harbour Division,
First floor,
New Kandla-Kutch-370204.
Gujarat-State.

- (b) bear the following identification:

Accompaniments for "Dismantling of P&C building at New Kandla"

Bid reference No. -HD 09/23

Name and address of the bidder.

18. Deadline of Submission of the Bids

Technical Bids must be received by the Employer in On-Line System at website <https://kpt.nprocure.com> **not later than 12:00 hrs. on 28/06/2023** in the event of the specified date for the submission of bids being declared a holiday by the Employer, the Bids will be received up to the appointed time on the next working day.

The Employer may extend the deadline for submission of bids by issuing an amendment, 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.

At the time of submission of the tender document, the tenderer shall give an undertaking that no changes have been made in document. The uploaded 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 uploaded document shall prevail. Besides, the tenderer shall be liable for legal action for the lapses.

19. Late Bids

After the deadline prescribed in Clause 18 the bids cannot be submitted in the On-Line System.

20. Modification and Withdrawal of Bids

Bidders may modify or withdraw their bids before the deadline prescribed in Clause 18.

No Bid can be modified after the deadline for submission of Bids.

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 13.1 above or as extended pursuant to Clause 13.2 may result in the forfeiture of the Bid security pursuant of Clause 14.

E. BID OPENING AND EVALUATION

21. Bid Opening

On the due date and appointed time as specified in Clause 18, the Employer will first open Technical bids of all bids received including modifications made pursuant to Clause 20. In the event of the specified date for Bid opening being

declared a holiday by the Employer, the Bids will be opened at the appointed time on the next working day.

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 will be informed accordingly. All valid Financial Bids whose technical bids have been determined to be substantially responsive in accordance with Clause 23 hereof, shall be opened on the specified date from declaring the results of the Technical Bid.

22. Clarification of Bids

- 22.1 To assist in the examination and comparison of Bids, the Employer may, at his discretion, ask any Bidder for clarification of his Bid, including breakdown of unit rates. The request for clarification and the response shall be in writing or by cable, but no change in the price of substance of the Bid shall be sought, offered, or permitted.
- 22.2 Subject to Sub-Clause 22.1, no Bidder shall contact the Employer on any matter relating to his bid from the time of the bid opening to the time the contract is awarded. If the Bidder wishes to bring additional information to the notice of the Employer, he should send the same through on line system only.
- 22.3 Any effort by the Bidder to influence the Employer's bid evaluation, bid comparison or contract award decisions, may result in the rejection of his bid.

23. Examination of Bids and Determination of Responsiveness

Prior to detailed evaluation of Bids, the Employer will determine whether each Bid(a) has been properly digitally signed (b) meets the eligibility criteria defined in Clause 4 is accompanied by the required Bid security and; (d) is responsive to the requirements of the Bidding documents.

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 effects 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.

If a Technical Bid is not substantially responsive, it will be rejected by the Employer, and may not subsequently be made responsive by correction or withdrawal of the non-confirming deviation or reservation.

24. Evaluation and Comparison of Bids

The Employer will evaluate and compare only the Bids determined to be responsive in accordance with Clause 23.

In evaluating the Bids, the Employer will determine for each Bid the evaluated Bid price by adjusting discounts or other price modification offered in accordance with Sub Clause 20.

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.

F. AWARD OF CONTRACT

25. Award Criteria

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 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. L2) shall be kept in reserve and may be invited to match the bid submitted by the (L 1) bidder in case such bidder withdraws or is not selected for any reason.

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

Notwithstanding Clause 25, the Employer reserve the right to accept or reject any bid and to cancel the bidding process and reject all bids, at any time prior to the award of contract, without thereby incurring and liability to the affected bidder or bidders of the grounds for Employer's action.

27. Notification of Award and Signing of Agreement.

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 "Letter of Acceptance") will state the sum that the Employer will pay 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").

The notification of award will constitute the formation of the Contract subject to the furnishing of a performance security in accordance with the provisions of Clause 28.

The Agreement will incorporate all correspondence between the Employer and the successful bidder. It will be signed by the employer and sent to the successful

Bidder within 14 days following the notification of award along with the Letter of Acceptance. Within 21 days of receipt of L.O.A., 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 Bidder that his Bid have been unsuccessful and release the Bid security.

28. **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. Performance Security will be released/ refunded after payment of Credit amount, issue of completion certificate and taking over the site duly clear of all dismantled debris/ material.

Successful Bidder has to submit the Performance Security @ 5% of Contract Price within 21 days of receipt of Letter of Acceptance/Intent, failing which the work will not be awarded and the Bid Security i.e. EMD will be forfeited also the bidder will be debarred for bidding in the organization for 03 (three) years.

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.

29. **Corrupt or Fraudulent Practices**

29.1 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.

SECTION 2

FORMS OF BID, QUALIFICATION INFORMATION

TABLE OF FORMS

1. PRE-QUALIFICATION OF BIDDERS
2. AGREEMENT FORM

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

YEAR	TURN OVER
2020-21	
2021-22	
2022-23	
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 of completed similar work as defined in the tender document during last 7 years ending in the month previous in which tender invited	2016-17		
	2017-18		
	2018-19		
	2019-20		
	2020-21		
	2021-22		
	2022-23		

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;

AGREEMENT

(to be executed on Rs.300 -non-judicial stamp paper)

[the successful tenders shall fill in this form in Accordance with the instructions indicated]

THIS CONTRACT AGREEMENT is made

The [insert: number] day of [insert: month], [insert: year]

AGREEMENT

This agreement made this _____ day of _____ between the Board of Deendayal Port Authority a body corporate under Major Port Authority Act, 2021, having which Administrative office building at Gandhiham (Kutch). (Here in after called the "Board" which expression shall unless excluded repugnant to the context, be deemed to include their successors in office) of the one part and _____ (herein after called the "CONTRACTOR" which expression shall unless excluded by or repugnant to the context be deemed to include his heirs, Executors, Administrators, Representatives and assigns or successors in office) of the other part.

WHEARS 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. _____ to be paid by the Bidder to Deendayal Port AUTHORITY.

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

Rs. _____ paid in the form of DD /Bank guarantee towards 5% of performance guarantee.

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 hereafter referred to.
2. The following shall be deemed to form and 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" and "B". (page No. _____ to _____)
 - c. General Rules and direction for the guidance of the tenders. (Page No. _____ to _____)
 - d. Schedule of drawing (Page No. _____ to _____)
 - e. General and Special Conditions of the Contract. (Page No. _____ to _____)
 - f. The Specifications, designs and method of construction (Page No. _____ to _____)
 - g. The schedule of items of work with quantities and rates. (Page No. _____ to _____)
 - h. Correspondence exchanged before the issue of letter of acceptance by which the conditions of contract are amended, varied or modified in any way by mutual 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 _____).
3. The Contractor hereby covenants with the Board to complete and maintain the said works to the satisfaction of the Board in conformity in all respects, with the provision of the said contract.

4. The Bidder hereby covenants to pay the Deendayal Port Authority 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 hereunto 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. _____

(Name, signature Designation and
Seal of the Contractor)

WITNESS

1. _____

2. _____

Contractor

Signed , sealed & delivered

By Chief Engineer on
behalf of the Board in the

Presence of :

Chief Engineer

Deendayal Port Authority.

FOR & ON BEHALF OF THE
BOARD OF Deendayal Port Authority :

Witness : (Name, Signature, address)

1. _____

2. _____

(Dy. HOD & XEN)

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

SECRETARY
DEENDAYAL PORT AUTHORITY

SECTION 3

CONDITIONS OF CONTRACT AND SPECIAL CONDITIONS

SPECIAL CONDITIONS

Name of Work : **Dismantling of P & C building at New Kandla.**

The following clauses shall not be applicable :

Section - 1 :

- Clause 4.2, 4.5(d), 4.5(e), 4.5(j), 14 ;

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) 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. Performance Security will be released/ refunded after payment of Credit amount, issue of completion certificate and taking over the site duly clear of all dismantled debris/ material.

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 also the bidder will be debarred for bidding in the organization for 03 (three) years.

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.

- 3) The tender for the work shall remain open for acceptance for 120 days from the date of its opening.
- 4) Letter of Acceptance 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.
- 5) 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 of contract and the 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.

- 6) 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.
- 7) 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, 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 work proceeds 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. The contractor while filling up their rates in the tender should consider the above aspects.
- 8) 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.
- 9) 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.
- 10) The work shall be carried out in accordance with the best standards of work-man ship and to entire satisfaction of Engineer-in-Charge.
- 11) 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.

- 12) A site 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 seen the same. This site order book shall be property of the Board and shall be handed over to the Engineer-in-Charge of the work in good condition after the completion of the work or whenever required by the Engineer-in-Charge.
- 13) 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 deposit the materials at such places which may cause inconvenience to the public and the work going on in the nearby area.
- 14) The contractor shall have to make good all damages done by him to the nearby structures while executing the work and no extra payment shall be made to him on that account.
- 15) 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 in contract. In case of any ambiguity the decision of the Engineer-in-charge shall be final.
- 16) All the labour acts; rules and regulations in force from time to time are to be followed by the contractor.
- 17) The contractor shall have to obtain necessary licence 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.
- 18) 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.
- 19) Income tax/ other taxes at applicable rate as applicable thereon shall be deducted while making the payment as directed by the Central Board of the direct taxes, Ministry of Finance, Government of India.

- 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.
- 21) All the grass, shrubs, plants and foreign matter etc. in the alignment of the site and within the site of work shall have to be cleared, if required without any extra cost.
- 22) 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, if in the opinion of Engineer-in-Charge, misbehaves or found negligent in the proper performance of his duties and such persons shall not be again employed on the work without permission of Engineer-in-Charge.
- 23) 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.
- 24) Unless otherwise provided none of the 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.
- 25) The Engineer-in-charge may delete any number of items included in his tender (contract) without assigning any reasons and without any financial liability.
- 26) All the tools, plants, scaffolding, ladder etc. and other machinery etc. required 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.
- 27) The contractor has to make his own arrangement for the storage of materials at site or work.
- 28) Deleted.

- 29) 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.
- 30) The tenderers are not expected to make any post-tender modifications. Hence the tenderers 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 and if any tenderer persists with the same, necessary action will be initiated against him. All the tenders received on or before the due date and time shall be opened if otherwise found in order.
- 31) The contractor shall have to make his own arrangement for potable water required for the work.
- 32) GST clause: The contractor shall quote the price exclusive of GST. The contractor shall quote prevailing GST rate separately, which shall be paid to DPA after ascertaining necessary compliance as per Goods and Service tax 2017. All other duties, taxes, cesses applicable, if any, shall be borne by the contractor.
- 33) 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.
- 34) FORCE MAJURE: This will be restricted to natural calamities and acts of God only.
- 35) While evaluating tenders regards should be paid to National Defense and Security Condition.
- 36) Information regarding income tax, Permanent account number (PAN), may be enclosed along with the documents.
- 37) GST REGISTRATION

The GST Registration No. should be invariably mentioned in the bid tender quotation failing which bid/tender quotation will be considered as non-responsive and be liable for discharge.

- 38) 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.
- 39) 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.
- 40) Prospective bidder(s) may raise query relating to bidding conditions, bidding process and / or rejection of its bid. The reasons for rejecting a tender or non-issuing a tender to prospective bidder will be discharged where written enquires are made by concerned bidder.
- 41) It must be clearly understood that the rates quoted in the tender are to include for everything required to be done as per instructions for tendering, conditions of contract, specifications and drawings referred to therein and also for all such work as is necessary for the proper completion of the works although specifically mention thereof may not have been made in the tender schedule, specification or drawings, the rates are for works in-situ should be inclusive off all incidentals necessary for carrying out the "Works".
- 42) All works within the scope of this Tender must be completed within a period of 06 (Six) months from the date of written order of the Engineer-in-charge to commence the work.
- 43) The Contract is liable to be cancelled in case either contractor himself or any of his employees if found to be Engineer of Gazetted rank of Government Officer, employee an Engineering Department of Government of India or Deendayal Port Authority within two years of retirement and do not process the permission from the concerned Authority for working as contractor or his employee or his employee.
- 44) Though the drawings to be supplied will be exhaustive the decision of the Engineer-in-Charge regarding any change in the drawing shall be final and binding to the contractor and no dispute/claim regarding extra payment shall be allowed on account of such changes.

- 45) The contractor has to provide sufficient barricades to site of work so that traffic plying nearby should not damage the recently concreted work. In case of any damage on account of above, the entire responsibility will remain with contractor and nothing extra will be paid on this account.

46) DELETED

47) Construction of Site Offices and QA Labs

Site offices shall be constructed by the contractor to facilitate working at site and to provide necessary facilities for maintenance of site records, drawings, plans, approved samples, codes and specifications, copy of agreement and detailed estimate etc.

In some contracts a provision is kept for construction of site office for client and facility of conference room etc. to conduct review meetings and coordination meetings etc. at site.

48) Payment of Final Bill

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.

49) 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.

50) 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.

51) Bid Document.

- I. Certificates of Work Experience of successfully completed works issued by the client.
- II. Certificate of Financial Turnover from CA
- III. Any other Document as specified in the press notice.
- IV. Affidavit as per provisions of NIT.

52) GST Clause

- (a) The contractor shall quote the price exclusive of GST. The contractor shall quote prevailing GST rate separately which shall be paid to DPA after ascertaining necessary compliance as per Goods & Service Tax – 2017. The contractor should have valid GST registration number to become eligible for Participating in the bid. However, GST will not be considered for evaluation of bid Price. All other duties, taxes, cesses applicable if any, shall be borne by the contractor.
- (b) GST Registration should be invariably mentioned in the bid / tender, failing which the bid / tender will be treated as non-responsive and liable to be discharged.
- (c) GST & PAN No. may be furnished with documentary evidence along with the Tender Documents.
- (d) It is mandatory to upload scanned copies of all the documents including GST registration certificate 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.
- (e) The TDS under GST Act is required to be deducted @ 2% (1% CGST and 1% SGST or 2% IGST) from payment / credit given to contractors /professionals and others for work order/contracts exceeding Rs. 2,50,000.00
- (f) "Contractor / Service Provider / Supplier etc. have 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 etc."

(g) PAN No. of Deendayal Port AUTHORITY is AAALK0046N.

53) Special Conditions for Environmental Protection:

- (i) The contractor(s) shall strictly follow up the Environmental rules as per the Environmental Protection Act 1986 while execution of the work and as directed by Engineer-in-charge.
 - (ii) The Contractor(s) should stacked and disposed the waste materials in such a manner which are not destroy the environment.
 - (iii) The Contractor(s) shall sprinkles the water to minimize the dust emission.
 - (iv) To prevent and minimize vibration and noise levels from machineries / vehicles during construction activities the contractors shall take the remedial action to minimize noise pollution as under:-
 - (a) Provide adequate silencers attached with all vehicles and machineries.
 - (b) Install suitable mufflers on engine exhaust and compressor component.
 - (c) The diesel generators set shall be used of noise less.
 - (v) The contractor(s) shall stacked / stored the construction materials at adequate distance from coastal area.
 - (vi) The contractor(s) shall provide the barrier to prevent the construction material from mixing up with surface / ground water.
 - (vii) The contractor(s) should discharge waste water generated during construction work as per CPCB/GPCB regulations.
- 54) Liquidated damages shall be levied at the rate of 0.50% (per week / part thereof) of contract value for delay of each week or part thereof subject to maximum of 10% of contract value in the event of failure to complete the work in the stipulated period of completion or such extension as may be granted.
- 55) All the precautions regarding the safety of the workmen shall have to be taken by the Contractor at his own cost and the instructions of Engineer-in-charge in this respect shall have to be followed strictly.

- 56) All the tools/ tackles and ladders for executing the work shall have to be arranged by the contractor and arrangement for storing of such tools/ tackles or any material shall have to be made by the contractor at his own cost.
- 57) The fire watch shall be provided at free of cost and the arrangements for the permission of fire watch and transportation of firemen, etc. shall be done by contractor at his own cost.
- 58) Contractor should deposit full amount of Credit items including all taxes applicable in advance before Starting the work.
- 59) Unless otherwise specially mentioned the rates quoted for all items included for all lead and lift and no extra claims shall be entertained on this account.
- 60) The work consists of dismantling, demolition, removing from the position and taking away salvaged material of existing buildings in full "AS IS WHERE IS" basis and on "NO COMPLAINT" basis. The contractor shall be aware of above aspect. No dispute shall be entertained on this account.
- 61) Contractor shall deposit 100% amount of the accepted rate of each credit part item and taxes payable at prevailing rates. Only after that demolition/ dismantling work will be allowed. The amount shall be deposited by DD in favour of FA & CAO, Deendayal Port Authority, Gandhidham.

However, the prevailing rules of GST are applicable at the time of Quoting the bid & during execution of work.

- 62) The structure shall always remain in every aspect at the sole risk from date of handing over the building to the party.
- 63) The quantity, size, measurement, etc. stated in the Schedule B and description of building are approximate and no guarantee shall be implied for the same.
- 64) The tenderers are expected to tender/quote the rates "AS IS WHERE IS BASIS" by inspecting the building/site to be demolished up to ground level at site area of building and surrounding shall be cleared and levelled including dismantling flooring, plinth, etc., properly to the satisfaction of Engineer-in-charge.
- 65) The demolished debris like CC blocks, cement concrete masonry etc. shall be dumped to required lead and to be dressed, levelled properly as per instructions of Engineer-in-charge. No claim/ dispute shall be entertained on this account.

66) **Arbitration**

- (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 whatsoever, 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 differed.

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 alongwith the notice seeking appointment of arbitrator.
- (vi) It is also a term of 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/claims as 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 thereunder and for the time being in force shall apply to the arbitration proceedings under this clause.

- (xi) It is also a terms 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 arbitration shall be such place as may be fixed by the arbitrator at his sole discretion.
- 67) The contractor shall be registered under the Building and Other Constructions Workers (Regulation of Employment and Conditions of Services) Act, 1996.
- 68) 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.
- 69) "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.
- 70) The quantity, size, measurement, etc. stated in the Schedule B and description of building are approximate and no guarantee shall be implied for the same.
- 71) Work includes dismantling of Building constructed with RCC frame structure with block/Stone masonry in wall, with Wooden and aluminiums Doors & windows, wooden & aluminium partition sections, staircase with railing etc.. with electrical wiring and other electrical fixtures. Contractor has to dismantle Building of G+2 type structure, taking away salvage material and offer maximum rates to Port for salvage material to be taken away by the Contractor.
- 72) Contractor has to obtain all gate passes, CISF permission for in / out of labour material while execution of the work.
- 73) Contractor has to deploy skilled labour for dismantling work as work is at height and inside cargo jetty area.
- 74) 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.
- 75) 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.

76) 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.

77) 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 payable 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 weighbridge by the contractor at his own cost and actual weight shall be considered for quantity of credit item in present of Engineer-In-Charge and representative of Engineer-In-Charge as the work is to be carried out at outside of Port Area.

78) The contractor has to submit the method of demolition and equipment's to be utilized considering the safety standards/ norms to the engineer –n charge before commencement of the work.

79) The contractor has to clear and clean the complete area of the site i.e. building and surrounding area as well as surroundings after completion of the work as directed by engineer in charge without any cost.

80) The contractor has to incur the expenditure for preparation of 10 bonded copies of the agreement, for which DPT will provide one copy of full set including indexing, insertion of page nos. certification with index.

81) Scrap Material Like CC Blocks, Stones shall be collected and dumped at nearby location within lead of 1.00 km as suggested by Engineer in Charge and any other debris collected during and after dismantling work shall be removed from the site and disposed off up to 5 km lead without any extra cost. Further, CC Blocks shall be taken by the contractor.

CONTRACTOR

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

SECTION 4

FORMS OF SECURITIES AND OTHER FORMATS

Aacceptable 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 Deendayal Port Authority, its successors and assigns) having agreed to release Secured Deposit payment to hereinafter called the contractor/s)

(Name of the contractor/s) Under the terms and conditions 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 Lodgement of Government Promissory Loan Notes for the due fulfillment by the said contractors of the terms and conditions 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 or which would be caused to or suffered by the Board by reasons

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 stating that the amount claimed is due by way of loss or damage caused to or which would be caused to or suffered by the Board by reason of any breach by the contractors of any of the terms and conditions of the said contract or by reason of 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 thereunder 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

Annexure – "II"

Bank Payment Agreement Form : (to be collected from the Parties)

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

DECLARATION BY THE PARTY :-

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

Signature of the Party
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 Deendayal Port Authority,

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>
--

To
The

Dear Sir,

We----- do hereby
confirm that Shri (Name, designation and Address) is/are
authorized to represent us to bid, negotiate and conclude the agreement on our behalf
with you 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:

SPECIMEN FORMAT FOR DECLARATION <i>(To be executed on bidder's letter head)</i>

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)

CONTRACTOR'S BID

Description of the works: - **Dismantling of P & C building at New Kandla.**

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

1.2 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
2020-21	
2021-22	
2022-23	
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	2016-17		
	2017-18		
	2018-18		
	2019-20		
	2020-21		
	2021-22		
	2022-23		

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)**

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)**

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)

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]

SECTION 5

BILL OF QUANTITY

SCHEDULE "A" & "B"