

**DEENDAYAL PORT AUTHORITY**

**CIVIL ENGINEERING DEPARTMENT**



**TENDER DOCUMENTS FOR**

**“Supply of potable water from private wells for RO RO / ROPAX  
TERMINAL HAZIRA-SURAT (12 Months)”**

**SUPERINTENDING ENGINEER (P)**

**Project Division**

**Administrative Office Building**

**Gandhidham-370201**

**Kutch District**

**Gujarat State**

**India**

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# DEENDAYAL PORT AUTHORITY

COMPETITIVE BIDDING

NIT NO: 04-P/2023

**NAME OF WORK:** -Supply of potable water from private wells for  
RO RO / ROPAX TERMINAL HAZIRA-SURAT  
(for 12 months)

## PERIOD OF DOWNLOADING OF BID DOCUMENTS

FROM : 12/07/2023

TO : 02/08/2023 upto 16:00 Hrs.

## LAST DATE AND TIME FOR RECEIPT OF BIDS

DATE: 02/08/2023 TIME 16:00 HRS.

## TIME AND DATE OF OPENING OF BIDS

16:15 Hrs. On 02/08/2023 (Technical bid only)

## PLACE OF OPENING OF BIDS

CHAMBER OF SUPERINTENDING ENGINEER (P),  
PROJECT DIVISION,  
ANNEXE, A.O. BUILDING,  
GANDHIDHAM – KUTCH (GUJARAT STATE),  
PIN 370201.

## OFFICER INVITING BIDS

SUPERINTENDING ENGINEER (P), DEENDAYAL PORT AUTHORITY

**DEENDAYAL PORT AUTHORITY**

**NOTICE INVITING TENDER**

**Tender No. 04-P/2023**

**ONLINE TENDERING (E- Tendering)**

**NAME OF WORK: "Supply of potable water from private wells for RO RO /  
ROPAX TERMINAL HAZIRA-SURAT (for 12 months)"**

E/Online Tenders are invited by SUPERINTENDING ENGINEER (P) for the above work as per the details given in the table below.

<b>Work Description</b>	<b>Tender Fee (In Rs.)</b>	<b>Estimated cost (In Rs.)</b>	<b>EMD (In Rs.)</b>	<b>Date of Pre-Bid Meeting</b>	<b>Last Date and time of online Submission of bid documents</b>	<b>Date and time of online opening</b>
<b>Supply of potable water from private wells for RO RO ROPAX TERMINAL HAZIRA-SURAT (for 12 months)</b>	1180.00 (Inc. GST) (In the form of DD/BC/PO drawn in Favour of DEENDAYAL PORT AUTHORITY payable at Gandhidham)	52,19,500/-	52,195/- (in the form of DD/PO/BC Drawn in Favour of Deendayal Port Authority payable at Gandhidham)	-----	Up to 16:00hours on 02/08/2023	@16:15 hours On 02/08/2023

Detailed tender notice along with complete tender documents can be downloaded from website <https://kpt.nprocure.com> from **12/07/2023 to 02/08/2023 @ 16:00** hrs. Tender Notice is also available on <http://deendayalport.gov.in>. Technical Bid will be opened on **02/08/2023 @ 16:15 Hrs**. Date of opening of price bid shall be notified after scrutiny & evaluation of Technical Bid. For further details and general enquiries prospective bidders may contact **SUPERINTENDING ENGINEER (P), Room No.302, 2<sup>nd</sup> Floor, A.O. Building, Annexe, Gandhidham-370201, Kutch District, Gujarat State, INDIA**, during working hours before the last date and time of downloading of tender documents.

**SUPERINTENDING ENGINEER (P)  
DEENDAYAL PORT AUTHORITY**

**DEENDAYAL PORT AUTHORITY**  
**NOTICE INVITING ON LINE TENDER**

**Details about E/Online tender:**

<b>Department Name</b>	Civil Engineering Department
<b>Circle/ Division</b>	Project Division, A.O. Building, Gandhidham – Kutch – 370201.
Tender Notice No.	<b>04-P/2023</b>
Name of Work	<b><u>“Supply of potable water from private wells for RO RO ROPAX TERMINAL HAZIRA-SURAT (For 12 months ).”</u></b>
<b>Estimated Contract Value (INR)</b>	<b>Rs.52,19,500.00</b>
Period of Completion (in Months)	<b>12 Months</b>
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"><li>1. Average annual financial turnover during the last three years ending 31st March of the previous financial years, should be at least Rs. <b>15.66</b> Lakhs certified by Chartered Accountant.</li><li>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:  Three similar completed works each costing not less than <b>Rs. 20.88 Lakhs.</b>  Or  Two similar completed works each costing not less than <b>Rs. 26.10 Lakhs.</b></li></ol>

Or

One similar completed works each costing not less than **Rs. 41.76 Lakhs.**

3. **“Similar Works “means water supply work. If the bidder has executed the work in private organization necessary TDS certificate issued by the component authority shall be submitted.**

*In case of Micro and Small Enterprise (MSEs) holding valid certificate issue by any agencies/organization under the Ministry of Micro, Small and Medium Enterprises indicating the list of activity related to the subject tender shall become eligible for exemption from payment of Tender Fee/EMD. Such bidder shall upload the scanned copy of valid certificate (Refer section-1 Clause no. 16-G for bidders claiming exemption of tender fee and EMD as per MSE Clause).*

<i>LEVEL</i>	<i>DESCRIPTION</i>
Section E	Water supply; sewerage, waste management and remediation activities
Division 36	Water collection, treatment and supply
Group 360	Water collection, treatment and supply
Class 3600	Water collection, treatment and supply
Subclass 36000	Water collection, treatment and supply

4. Integrity Pact document need to be submitted in Preliminary bid stage duly scanned, stamped, signed and dated along with both witness signatures as per format available in Annexure-I in the tender document without which the bidder will be considered non-responsive.

Rebate

Applicable

Bid Document Fee :

**Rs 1180.00 (Including GST @ 18 %)**

Bid Document Fee Payable

DEENDAYAL PORT AUTHORITY payable at

To:

Gandhidham

Bid Security/ EMD (INR) :	<b>Rs. 52,195.00</b>
Bid Security/ EMD (INR) In Favour Of :	<b><u>DEENDAYAL PORT AUTHORITY payable at Gandhidham</u></b>
Bid Document Downloading Start Date	<b>12/07/2023</b>
Bid Document Downloading End Date	<b>02/08/2023 up to 16:00 Hrs.</b>
Date & Place of Pre Bid Meeting	NIL
Last Date & Time for Receipt of Bids	<b>02/08/2023 @16:00 hrs</b>
Bid Validity Period	120 Days

Condition:: Tender Fees in form of Demand Draft (DD) In Favour of DEENDAYAL PORT AUTHORITY, Payable at Gandhidham.

The EMD in form of DD / BC / PO in Favour of Deendayal Port Authority payable at Gandhidham.

Integrity Pact document duly scanned, stamped, signed and dated along with both witness signatures as per format available in Annexure-I in the tender document in agreement with Deendayal Port Authority, Gandhidham to be submitted during preliminary bid.

*In case of Micro and Small Enterprise (MSEs) holding valid certificate issued by any agencies/organization under The Ministry of Micro, Small and Medium Enterprises indicating the list of activity related to the subject tender shall become eligible for exemption from payment of Tender fee/EMD. Such bidder shall upload in preliminary bid a scanned copy of valid certificate. (Refer Section-1 Clause no. 16-G for bidders claiming exemption of tender fee and EMD as per MSE Clause.)*

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 SUPERINTENDING ENGINEER (P), DEENDAYAL PORT AUTHORITY within (7) seven days from the date of opening.

Remarks	Submission of EMD, Tender Fee and other Documents during office hours within 7 days from the date of opening of tender by R.P.A.D /Speed post or in person in the chamber of Superintending Engineer, Project Division, A.O. Building, Annexe, Gandhidham (Kutch), Gujarat 370201.
Bid Opening Date	Technical Bid will be opened on <b>02/08/2023 @ 16:15 Hrs.</b> 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"><li>a. Documents in support of fulfilling qualifying criteria as indicated above.</li><li>b. EMD in form of BG/DD/PO.</li><li>c. Tender fee in form of Demand draft/BC/PO.</li><li>d. As indicated in clause 4 of section 1 – Instructions to bidders.</li></ul>
Officer- Inviting Bids:	SUPERINTENDING ENGINEER (P) , DEENDAYAL PORT AUTHORITY.
Bid Opening Authority :	SUPERINTENDING ENGINEER (P) , DEENDAYAL PORT AUTHORITY.
Address:	SUPERINTENDING ENGINEER (P), DEENDAYAL PORT AUTHORITY. A.O. Building, Annexe, Gandhidham-370201, Kutch District, Gujarat State , INDIA,
Contract Details :	Telephone : (O) 02836-220009

**SUPERINTENDING ENGINEER (P)  
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 Info tower, 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@gnvc.net](mailto:nprocure@gnvc.net)  
TOLL FREE NUMBER : 1-800-233-1010 (EXT: 501, 512, 516, 517, 525)

## SECTION -1

### INSTRUCTIONS TO BIDDERS GENERAL

## GENERAL

1. Scope of Bid
  - 1.1 The Executive Engineer (P), Deendayal Port Authority, invites bids by E-Tendering for work of “**Supply of potable water from private wells for Ro Ro/Ropax terminal Hazira, Surat (For 12 Months)**” 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 work by the intended completion date specified in the contract condition.
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.
  - 3.3 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 fulfilment of minimum qualifying criteria.
  - 3.4 Bidders shall not be under a declaration of ineligibility for corrupt and fraudulent practices issued by the employer.
4. Eligibility Criteria:
  - 4.1 Average annual financial turnover during the last three years ending 31st March of the previous financial years, should be at least **Rs. 15.66 Lakhs.**
  - 4.2 Experience of having successfully completed the 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 20.88 lakhs.**
    - OR
    - II. Two similar completed works each work costing not less than **Rs. 26.10 Lakhs.**
    - OR
    - III. One similar completed works costing not less than **Rs. 41.76 Lakhs.**

4.3 “Similar Works means “Supply of Water” work during last 7 years ending last day of month previous to the one in which applications are invited. If the bidder has executed the work in private organisation, necessary TDS certificate issued by the private organisation shall be submitted.

4.4 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. 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.
  - c. Reports on the financial standing of the Bidder, such as balance sheet, profit and loss statements and auditor's reports for the past 3 years.
  - d. Authority to seek references from the Bidder's bankers.
  - e. PAN, GST No., Provident Fund Authorities.
  - f. EMD and tender fee as prescribed in notice inviting online tender.
  - g. Information regarding any litigation, current or during the last five years, in which the Bidder is involved, the parties concerned, and disputed amount.
  - h. An undertaking to the effect that no change has been made in the tender documents; and they have not been banned / de-listed by any reputed organisation in past.
- 4.5 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 sub-contractor or in cases of alternatives that have been permitted or requested) will cause all the 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 as below:

**Invitation of Bids (NIT)**

SECTION 1 Instructions to Bidders  
SECTION 2 Forms of Bid, Qualification Information  
SECTION 3 Conditions of Contract and Special Condition  
SECTION 4 Forms 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.
- 8.4 Prospective bidder(s) may raise query relating to bidding conditions bidding process and / or rejection of its bid. The reason for rejecting tender or non-issuing a tender to prospective bidder will be disclosed where written enquiries are made by the concerned bidder.

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) Primary Bid**
      - (i) Bid Security (EMD and Tender fee)
    - B) Technical Bid:**
      - (i) 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.
    - C) Financial Bid:**
      - (i) Contractors Bid duly filled and digitally signed by bidder.
      - (ii) Price 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 to quote bid price in percentage above / below/ at par of the Estimated Cost put to tender as mentioned in **Schedule-B**.
  - 11.3 All duties, taxes, and other levies payable by the contractor under the contract, or for any other cause shall be included in the rates, prices total Bid Price submitted by the bidder.
  - 11.4 **GST Clause**

The bidder shall quote the Rates exclusive of GST. The rate of GST shall be quoted separately which shall be reimbursed by DPA after ascertaining necessary compliance as per GST Act 2017.
  - 11.5 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
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 this bid.

14. Bid Security (Earnest Money Deposit-EMD)

- A. Earnest Money Deposit (EMD) shall be 1% of the Estimated Cost put to tender, subject to a maximum of Rs 50 lakh.

The EMD up to Rs. 5 lakhs be payable either by Demand Draft/Pay Order Banker" Cheque drawn favour of DEENDAYAL PORT AUTHORITY payable at Gandhidham. EMD beyond Rs. 5 lakhs be payable in the form of Bank Guarantee for the entire amount from any Nationalized form of 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/tender. Bank Guarantee shall be verified independently by the Port with the bank before finalization of technical offer in the event of lack of continuation of issue of the Bank Guarantee by the Bank, the bid shall stand disqualified.

- B. EMD of unsuccessful bidders other than L-1 and L-2 shall be refunded immediately after ranking of price bids. Earnest Money of L-2 will be refunded immediately after entering in to agreement with L-1 and acceptance of Performance Guarantee from L-1.
- C. EMD shall be refunded suo-motto without any application from the bidders.
- D. The Bid Security of the successful bidder will be discharged after he has signed the Agreement and furnished the required Performance Security.
- E. 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,
  - (c) The successful Bidder fails within the specified time limit to
    - (i) Sign the Agreement or

- (ii) Furnish the required Performance Security.
- F. In case of Micro and Small Enterprise (MSEs) holding valid certificate issues by any agencies/organization under The Ministry of Micro, Small & Medium Enterprises indicating the list of activity related to the subject tender shall become eligible for exception from payment of Tender Fees / 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 Info tower, Bodakdev, Ahmedabad. Tel. 91 79 26857316/17/18 Fax: 91 79 26857321 E-mail: [nprocure@gnfc.net](mailto:nprocure@gnfc.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 (P) within 7 days of opening of the tenders.

The envelopes shall

(a) be addressed to:

The Executive Engineer (P),  
Project Division, A.O. Building,  
Room No. 110, Ground Floor,  
Deendayal Port Authority,  
Gandhidham-Kutch-370201.  
Gujarat-State.

(b) bear the following identification:

Accompaniments for “Supply of Potable water from private wells for RoRo/Ropax Terminal Hazira Surat (For 12 months)”

Bid reference No. 04-P/2023

Name and address of the bidder.

18. Deadline of Submission of the Bids

Bids must be received by the Employer in On-Line System at website <https://kpt.nprocure.com> not later than 15:00 hrs. On / /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 on the website as 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 13.1 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, 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, (c) 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 analysis 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 lowest evaluated Bid Price, provided that such Bidder has been determined to be (a) eligible in accordance with the provisions of Clause 3 and (b) qualified in accordance with the provisions of Clause 4. The second bidder (i.e. L-2) 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 on 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 has been unsuccessful and release the Bid security (EMD).

28. **Performance Security**

28.1 Security Deposit shall consist of Performance Guarantee to be submitted at award of work. Performance Guarantee should be 5% of the contract price which should be submitted in form of Bank Guarantee (of Nationalized / scheduled (Except co-operative bank) Bank having its branch at Gandhidham) or Demand Draft within (21 days in case of domestic bids and within 28 days in case of global bids) of receipt of Letter of Acceptance/Intent which will be refunded immediately not later than 14 days from completion of contract period. Failure of the successful bidder to comply with contract the requirements as mentioned above shall constitute sufficient grounds for cancellation of the award of work, forfeiture of Bid Security i.e. EMD and/or may be disqualified from bidding for any contract with DPA for a period of three years from the date of notification.

28.2 If 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 guarantee.

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 anything of value to influence the action of a public official in the procurement process or in contract execution; and

(ii) "fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Employer, and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Employer of the benefits of free and open competition.

(b) Will reject a proposal for award of work if he determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question.

(c) Will declare a Bidder ineligible, either indefinitely for a stated period of time, to be awarded a contract/contracts if he at any time determines that the Bidder has engaged in corrupt or fraudulent practices in competing for or in executing, the contract.

30. Arbitration Clause

(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”.

## SECTION 2

### **FORMS OF BID, QUALIFICATION INFORMATION**

#### TABLE OF FORMS

1. FORM OF BID
2. PRE-QUALIFICATION OF BIDDERS
3. AGREEMENT FORM

SPECIMEN FOR FORM OF BID  
(To be executed on bidder's letter head)

To

The Executive Engineer (P),  
Project Division, A.O. Building,  
Room No. 110, Ground Floor,  
Deendayal Port Authority,  
Gandhidham-Kutch-370201.  
Gujarat-State.

We, the undersigned, declare that:

- (a) we have examined and have no reservations to the tender documents, including addenda and clarifications.
- (b) we offer to execute the work in conformity with the tendering documents and in accordance with the delivery schedules specified in the schedule of requirements in accordance with the tender document bearing No.
- (c) Our tender shall be valid for the period of 120 days , from the date fixed for the tender submission deadline in accordance with [ITB Clause 18], and it shall remain binding upon us and may be accepted at any time before the expiration of that period or any extended period in accordance with [ITB Clause 18]; We also undertake that no changes have been made in Tender Documents (ITB Clause 18).
- (d) If our tender is accepted, we commit to submit a Performance Guarantee for the due performance of the contract, as specified in specimen form for the purpose.
- (e) No Joint Venture.
- (f) Our firm, its affiliates or subsidiaries including any subcontractors or contractors for any part of the contract has not been declared ineligible by the port, under laws of India or official regulations in accordance with [ITB Sub-Clause no.3.4]
- (g) We understand that this tender, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal contract agreement is prepared and executed in accordance with [ITB Sub-Clause 27] and as per specimen from the purpose;

- I. We understand that you are not bound to accept the lowest evaluated tender or any other tender that you may receive.
  
- II. We also make a specific note clauses of [ITB,NIT] under which the contract is governed.

Signed: [insert signature of person whose name and capacity are shown]  
In the capacity of [insert legal capacity of person signing the form of tender]

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

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

Dated on \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_(insert date of signing)

## 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
2019-20	
2020-21	
2021-22	
Average	

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

### 3. Similar works

Particulars	Year	No. of works	Value
Total value of completed similar work as defined in the tender document during last 7 years ending in March, 2022	2015-16		
	2016-17		
	2017-18		
	2018-19		
	2019-20		
	2020-21		
	2021-22		

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

4. The following contractor’s Equipment are essential for carrying out the works. The bidder should list all information requested below.

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

5. deleted

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

Other party(ies)	Port/Dept.	Cause of dispute	amount	Remarks involved showing present status

7. 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]

**LETTER OF ACCEPTANCE**  
(On letter paid of the Port Authority)

\_\_\_\_\_ (date)

To: \_\_\_\_\_  
(Name and address of the contractor)

Dear Sirs,

Sub: Tender No:- 04-P/2023  
"Supply of Potable water from private wells for RoRo/Ropax Terminal  
Hazira Surat (For 12 months)".

Ref: Your bid dated \_\_\_\_\_  
And [list the correspondence with the bidder]

This is to notify you that your bid dated \_\_\_\_\_ for execution of the \_\_\_\_\_ (name of the contract and identification number, as given in the instructions to bidders) for the contract price of rupees \_\_\_\_\_ (amount in words and figures as corrected and modified in accordance with the tender document is here by accepted by the employer/Board).

You are hereby requested to furnish performance security, in the form detailed in tender document for an amount of Rs. \_\_\_\_\_ within {\_\_\_\_\_} days of the receipt of this letter of acceptance valid upto 28 days from the date of completion obligations expiry of taking over certificate subject to removal of defects period i.e upto \_\_\_\_\_ and also sign the contract agreement within {\_\_\_\_\_} days of the receipt of this letter of acceptance , failing which action as stated in the tender document will be taken.

Detailed letter of acceptance will follow.

Please acknowledge receipt.

Yours faithfully,

Authorized signatory

Chief Engineer  
Deendayal Port Authority

ISSUE OF NOTICE TO PROCEED WITH THE WORKS

\_\_\_\_\_ dated

To  
(Name and address of the contractors)  
Dear Sirs,

Sub: Tender No. 04-P/2023

NAME OF WORK "Supply of Potable water from private wells for RoRo/Ropax  
Terminal Hazira Surat (For 12 months)"

Ref: Letter of Acceptance No. \_\_\_\_\_ dated

Pursuant to your furnishing the requisite security as stipulated in [Clause 28 of General Instructions to Bidders]] and signing of the contract for execution of the subject work, you are hereby instructed to proceed with the execution of the said works in accordance with the contract documents. It is here by notified that the [site] is being handed over to you for execution of work in accordance with the contract documents.

Yours faithfully,

Authorized signature

Chief Engineer  
DEENDAYAL PORT AUTHORITY

**SPECIMEN CONTRACT AGREEMENT**

(to be executed on Rs. 300.00 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 Authorities Act, 2021, having which Administrative office building at Gandhidham (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. \_\_\_\_\_

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

(1) Rs. \_\_\_\_\_ paid in the form of D.D. / Pay Order / Bankers Cheque / Bank Guarantee towards 3 % of Contract value as 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 manual consent (to be enumerated). (Page No. \_\_\_\_\_ to \_\_\_\_\_ )
  
  - i. Work Order No. \_\_\_\_\_ issued vide letter No. \_\_\_\_\_ (Page No. \_\_\_\_\_ to \_\_\_\_\_ )
  
  - j. Additional drawings, specifications and written instructions when issued by or approved in writing by the Engineer – in – charge. (Page No. \_\_\_\_\_ to \_\_\_\_\_ ).
  
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 Board hereby covenants to pay the Contractor in consideration of such work "the contract price" at the time and in the manner prescribed by the said Contract.

5. 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. \_\_\_\_\_  
\_\_\_\_\_

Contractor

2. \_\_\_\_\_  
\_\_\_\_\_

Signed , sealed & delivered

behalf of the Board in the Presence of:

By Chief Engineer on Chief Engineer Deendayal Port Authority.

FOR & ON BEHALF OF THE BOARD OF TRUSTEES OF PORT OF DEENDAYAL AUTHORITY

Witness : (Name, Signature, address)

1. \_\_\_\_\_  
\_\_\_\_\_

2. \_\_\_\_\_  
\_\_\_\_\_

(Dy. HOD & XEN)  
The common seal of the Board of Trustees of the Port of Deendayal affixed in the presence of :

SECRETARY  
DEENDAYAL PORT AUTHORITY

## SECTION 3

### **CONDITIONS OF CONTRACT AND SPECIAL CONDITIONS**

## SPECIAL CONDITIONS

Sub: [Supply of Potable water from private wells for RoRo/Ropax Terminal Hazira Surat \(For 12 months\)](#)

1. The provisions in special conditions and specification which form a part of contract have precedence over those specified in General Conditions and content in case of diversity if any.
2. Performance Security

Security Deposit shall consist of Performance Guarantee to be submitted at award of work. Performance Guarantee should be 5% of the contract price which should be submitted in form of Bank Guarantee (of Nationalized / scheduled (Except co-operative bank) Bank having its branch at Gandhidham) or Demand Draft within (21 days in case of domestic bids and within 28 days in case of global bids) of receipt of Letter of Acceptance/Intent which will be refunded immediately not later than 14 days from completion of contract period. Failure of the successful bidder to comply with the requirements as mentioned above shall constitute sufficient grounds for cancellation of the award of work and forfeiture of Bid Security i.e. EMD and/or may be disqualified from bidding for any contract with DPA for a period of three years from the date of notification.

If 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 guarantee.

3. The work shall be carried out in Ro Ro/Ropax TERMINAL Surat Hazira.
4. The contractor shall maintain a site order book at the site of work and all orders, instructions issued to him from time to time by Engineer in charge or his sub-ordinates will be recorded in the site order book. The contractor shall promptly sign each entry in token of having received such orders and instructions and orders. After the completion of the work, the site order book in good condition shall be handed over to the department by the contractor.
5. The value of stamp to be affixed on agreement shall be of appropriate value prescribed for bond as per latest provision of law enforced on the date of execution of contract. However, if the contractor furnishes the GPF notes of approved guarantee in respect of part of Security Deposit the stamp duty chargeable for the amount shall be as prescribed for agreement payable in accordance with latest provision of law enforced on the date of execution of contract. All the cost of stamp duty shall be borne by the contractor.

6. The Engineer-in-charge shall be entitled to deduct or adjust any sums or money payable by the contractor to the Board under the terms of any previous contract executed by him or on his behalf from the Security Deposit any sums or become due from the present contract.
7. The work shall be done strictly in accordance with the ISI specification and orders by the Engineer in charge of the work from time to time.
8. All the rules and regulations governing the Deendayal Port Authority shall be applicable.
9. Tenders with any inscription in **Schedule-B** or other enclosures shall not be considered.
10. All the Labour acts, rules regulations in force from time to time are to be followed by the contractor.
11. Income Tax deduction at applicable rate and surcharge as applicable thereon shall be made while making payment to contractor for carrying out the said work and only net amount shall be paid for as directed by the Central Board of Taxes, Ministry of Finance, and Government of India.
12. The Pre-acceptance letter 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. 300/- to be borne by the contractor. In case the contractor desires to have the duplicate copy of acceptance letter, he shall have to pay an additional amount of Rs. 300/- only.
13. The tender for the work shall remain for acceptance for 120 days from the date of opening of the tender.
14. The rates quoted shall be firm and not subject to variation due to amendment of the Tax laws or otherwise by the Central/State Government or any local authority etc.
15. All tools and tackles required for the execution of work shall have to be arranged by the contractor at his own cost.
16. The Stamp paper of requisite value shall be furnished by the contractor within ten days from the date of issue of pre-acceptance letter.

17. The tender documents submitted by the contractor and correspondence exchanged between him and Deendayal Port Authorities prior to acceptance of the tender and thereafter shall form part of agreement even though formal agreement duly signed is not executed.
18. While evaluating tender regard would be given to the National Defence Security considerations.
19. The Contractor shall furnish INCOME TAX, PAN & GST documents while submitting tender.
20. The tenderer shall give undertaking that they have not been banned / de-listed.
21. The bank Guarantee submitted in lieu of security deposit must be from any Nationalized Bank / Scheduled bank (except co-operative banks) having its branch at Gandhidham (Kutch). The Bank guarantee is to be sent directly to DPA by issuing branch through registered post A/D post.
22. The Deendayal Port Authority has introduced Electronic Clearing System. The tenderers are required to furnish necessary details of Bank account etc. as per "Annexure -II" enclosed.
23. During the operation of work contractor has to ensure all safety measures for workers.
24. The Bidder shall disclose any payment made or proposed to be made to any intermediaries / agents etc. in connection with the bid.
25. Force Majure: This will be restricted to act of God only.
26. The tenderers are not expected to make any post tender modification Hence the tender should not make any correspondence regarding the tenders after submission of the same on due date name 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.

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

- (a) Information and instructions for Contractors will form part of NIT and to be uploaded on website.
- (b) The intending bidder must have class-III digital signature to submit the bid.
- (c) 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 bidding documents & EMD.
- (d) Bidders may modify or withdraw their bids before last date and time of submission of bid as notified.
- (e) 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.
- (f) On opening date, the contractor can login and see the bid opening process. After opening of bids, he will receive the competitor bid sheets.
- (g) Contractor can upload documents in the form of JPG format and PDF format.
- (h) It is mandatory to upload scanned copies of all the documents including GST registration 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.
- (i) If the contractor is found ineligible after opening of bids, his bid shall become invalid and cost of bid document shall not be refunded.
- (j) 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.
- (k) 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.

- (l) The Draft information and instructions to Contractors may be modified suitably by NIT approving authority as per requirement.
- (m) 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.

The contractor shall ensure not to cause any damage to the port properties in the port properties in the vicinity of work site during execution of work. If any damage occurs due to workmen / machinery of the contractor, the contractor has to make good the loss / damage at his cost.

- 29. The Water is to be located at RO RO/RoPax ferry terminal Hazira at transported and unloaded at U/G and O.H tank at the terminal at or as directed.
- 30. It is implied that on account of variation in quantity payment will be made as per agreed/accepted rate. No extra Claim on this account will be entertained .
- 31. The tender should submit firm offer without any price variation and no escalation would be considered.
- 32. The Transportation vehicle / Tanker of sweet water used to transport sweet water shall be clean, hygiene for all areas.
- 33. **GST Clause**
  - (a) The contractor shall quote the price exclusive of GST. The contractor shall quote prevailing GST rate separately which shall be reimbursed by DPT 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 DPT 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 DPT and therefore same shall be recovered from the payment / deposit of the contractor / service provider / supplier etc.”
  - (g) The GST & TDS shall be deducted as per applicability of contract on the total gross work order amount of Rs. 1 (one) crore or above. No labour charges or other charges can be deducted from the contract bills & TDS is to be deducted on the gross contract bill amount. Due to any increase / excess of amount arises subsequently and the total amount becomes more than 1.00 crores than the GST shall be deducted on the entire total amount of work & TDS shall be recoverable on full amount.
34. The Contractor shall carry out work as per specification & time line failing which notice will be issued and after three notices, if performance not found satisfactory, the contractor will be debarred for participating in new tender of civil engineering department for period of two years.
35. The rate quoted by contractor shall be realistic. During the evaluation of the tender, if rates quoted by the contractor are found un-realistic, the tender shall be considered non-responsive & engineer-in-charge reserve right to cancel no any correspondence shall be entertained in this regard.
36. If the contractor fails to subject work as directed by Engineer in charge, then penalty will be imposed at twice the rate quoted per KL subject to 10% of contract price.
37. For tracking of supply tanker, GPS Tracking Devices must be fix with transportation vehicle his own cost.

38. **Retention**
- i The employer shall retain from each payment due to the contractor the proportion stated in the contract data until completion of the whole of the works.
  - ii Retention money shall be deducted at 5% from each running bill, subject to a maximum of 5 percent of the contract price. Retention money shall be refunded within 14 days from the date of payment of final bill.
39. Time period of water will be 12 months from the date of issue of Work Order or till laying of water supply line by GWSSB (Commencement of supply of water) whichever is earlier.
40. Water will be supplied within a period of 6 hours after giving the order for supply of water at site by the Engineer in charge. In case of delay or unable to fulfilment of demand of water supply as required the penalty at the rate of Rs 20 per KL per Hours shall be levied on the contractor.
41. Laboratory Testing will be done as and when required. As per IS 10500:2012.
42. The period of contract is 12 months from written work order and the same can be further extended for a period of six months after date of completion, if found necessary, at same rates, terms and conditions

Contractor

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

## SECTION 4

### 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 Deendayal Port Authority , its successors and assigns) having agreed to exempt \_\_\_\_\_ (hereinafter called the "contractor") (Name of the contractor/s) from the demand under the terms and condition of the contract, vide 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 Lodgement of Government Promissory Loan Notes for the due fulfilment 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 stating that the amount claimed is due by way of loss or damage caused to or which would be caused to or suffered by the Board by reason of the contractor's failure to perform the said contract. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this Guarantee. However, our liability under this guarantee shall be restricted to any amount not exceeding Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_) only.

3. We, \_\_\_\_\_, 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 Gandhidham would have exclusive jurisdiction in respect of claims, if any, under this Guarantee.
8. We, \_\_\_\_\_ Bank lastly undertake not to revoke this guarantee during its currency except with the previous consent of the Board in writing.

9. Notwithstanding anything contained herein:

(a) Our liability under this Bank Guarantee shall not exceed Rs. \_\_\_\_\_  
(Rupees \_\_\_\_\_ only);

(b) This Bank Guarantee shall be valid up to \_\_\_\_\_; and

(c) We are liable to pay the guarantee amount or any part thereof under this Bank  
Guarantee only and only if you serve upon us a written claim or demand on or  
before \_\_\_\_\_ (date of expiry of Guarantee).”

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 FORMAT FOR DECLARATION (To be executed on bidder's letter head)**

To

\_\_\_\_\_  
(Project Title)

Ref: \_\_\_\_\_

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

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

Date:

Place:

Name of the Applicant:

\_\_\_\_\_  
\_\_\_\_\_

Represented by (Name & Capacity) \_\_\_\_\_  
\_\_\_\_\_

**SPECIMEN LETTER OF AUTHORITY 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. \_\_\_\_\_ favouring  
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 up to date \_\_\_\_\_ and claim expiry date up  
to \_\_\_\_\_

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

Name of signature of Bank Officer

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

To be executed on RS 300/- NON-Judicial stamp paper

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:

<b>EXCEPTIONS AND DEVIATIONS</b>
----------------------------------

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

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

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

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

Date on \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ [insert date]

## **INTEGRITY PACT**

**Between**

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

and

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

### **Preamble**

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

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

### **Section 1 - Commitments of the Principal**

(1) The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:-

(a) No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.

(b) The Principal will, during the tender process treat all Bidder(s) with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential / additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.

(c) The Principal will exclude from the process all known prejudicial persons.

(2) If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the IPC / PC Act, or if there be a substantive suspicion in this regard, the Principal will inform the Chief Vigilance Officer and in addition can initiate disciplinary actions.

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

(1) The Bidder(s) / Contractor(s) commits themselves to take all measures necessary to prevent corruption. The Bidder(s) / Contractor(s) commits themselves to observe the following principles during participation in the tender process and during the contract execution.

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

b. The Bidder(s) / Contractor(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids, or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.

c. The Bidder(s) / Contractor(s) will not commit any offence, under the relevant Prevention of Corruption Act / Indian Penal Code / PC Act; further the Bidder(s) / Contractor(s) will not use improperly, for purposes of competition, or personal gain, or pass on to others, any information or document provided by the Principal, as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.

d. The Bidder(s) / Contractor(s) of foreign origin shall disclose the name and address of the Agents / Representatives in India, if any. Similarly, the Bidder(s) / Contractor(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any. Further details as mentioned in the "Guidelines on Indian Agents of Foreign Suppliers" shall be disclosed by the Bidder(s) / Contractor(s). Further, as mentioned in the Guidelines all the payments made to Indian agent / representative have to be in Indian Rupees only.

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

f. Bidder(s) / Contractor(s) who have signed the Integrity Pact shall not approach the Courts while representing the matter to IEMs and shall wait for their decision in the matter.

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

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

If the Bidder(s) / Contractor(s), before award or during execution has committed a transgression through a violation of Section-2 above, or in any other form, such as to put their reliability or credibility in question, the Principal is entitled to disqualify the Bidder (s) / Contractor(s), from the tender process, or take action as per the procedure mentioned in the "Guidelines on Banning of business dealings".

### **Section 4 - Compensation for Damages**

(1) If the Principal has disqualified the Bidder(s), from the tender process prior to the award, according to Section 3, the Principal is entitled to demand and recover the damages equivalent to Earnest Money Deposit / Bid Security.

(2) If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to Section 3, the Principal shall be entitled to demand and recover from the Contractor, liquidated damages of the Contract Value or the amount equivalent to Security Deposit / Performance Bank Guarantee, whichever is higher.

(3) The Bidder(s) agrees and undertakes to pay the said amounts, without protest or demur, subject only to condition that, if the Bidder(s) / Contractor(s) can prove and establish that the termination of the contract, after the contract award has caused no damage or less damage than the amount of the liquidated damages, the Bidder/Contractor shall compensate the principal, only to the extent of the damage in the amount proved.

### **Section 5 - Previous transgression**

(1) The Bidder declares that, no previous transgressions occurred in the last three years with any other company in any country confirming to the anti-corruption approach or with any other Public Sector Enterprises in India, that could justify his exclusion from the tender process.

(2) If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or action can be taken as per the procedure mentioned in "Guidelines on Banning of Business dealing".

### **Section 6 - Equal treatment of all Bidders / Contractors**

(1) In case of a Joint Venture, all the partners of the Joint Venture will enter into agreement with identical conditions as this on which all Bidders.

(2) There is no provision of sub-contract in the tender, any violation of the same, Contractor shall be held solely responsible for the same.

## **Section 7 - Criminal charges against violating Bidders / Contractors**

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

## **Section 8 - External Independent Monitor**

(1) The Principal appoints competent and credible Independent External Monitor for this Pact after approval by Central Vigilance Commission. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.

(2) The Monitor is not subject to instructions by the representative of the parties and performs his / her functions neutrally and independently. The Monitor would have access to all Contact documents, whenever required. It will be obligatory for him / her to treat the information and documents of the Bidders / Contractors as confidential. He / she reports to the Chairperson of the Board of the Principal.

(3) The Bidder(s) / Contractor(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Contractor. The Bidder / Contractor will also grant the Monitor, upon his / her request and demonstration of a valid interest, unrestricted and unconditional access to the project documentation. The Monitor is under contractual obligation, to treat the information and documents of the Bidder / Contractor with confidentiality.

(4) The Monitor is under contractual obligation to treat the information and documents of the Bidder(s) / Contractor(s) with confidentiality. The Monitor has also signed declaration on "Non-Disclosure of Confidential Information" and of "Absence of Conflict of Interest". In case of any conflict of interest arising at a later date, the IEM shall inform Chairman, DPA and recues himself / herself from that case

(5) The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Bidder / Contactor. The parties offer to the Monitor the option to participate in such meetings.

(6) As soon as the Monitor notices, or believes to notice, a violation of this agreement, he / she will so inform the Management of the Principal and request the management to discontinue, or take corrective action. The Monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.

(7) The Monitor will submit a written report to the Chairperson of the Board of the Principal, within 8 to 10 weeks from the date of reference or intimation to him by the Principal and, should the occasion arise, submit proposals for correcting problematic situations.

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

(9) The word "**Monitor**" would include both singular and plural.

### **Section 9 - Pact Duration**

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

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

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

### **Section 10 - Other Provisions**

(1) This agreement is subject to Indian Law. Place of performance and jurisdiction is the Registered Office of the Principal, i.e., Gandhidham, Gujarat.

(2) Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.

(3) If the Bidder / Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.

(4) Should one or several provisions of this agreement, turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

(5) Issues like Warranty / Guarantee etc. shall be outside the purview of IEMs.

(6) In the event of any contradiction between the Integrity Pact and its Annexure, the Clause in the Integrity Pact will prevail.

\_\_\_\_\_  
(For & on behalf of the Principal)

\_\_\_\_\_  
(For & on behalf of the Bidder/Contractor)

(Office Seal)

(Office Seal)

Place : Gandhidham

Date : \_\_\_\_/\_\_\_\_/20\_\_\_\_

Witness-1:

(Name & Address) \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Witness-2 :

(Name & Address) \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**SECTION 5**

**BILL OF QUANTITY**

**SCHEDULE - "B"**