

# **DEENDAYAL PORT AUTHORITY**



TENDER DOCUMENTS FOR

## **“Supplying, fixing and commissioning of Asphalt Testing Machines at Laboratory, Kandla”**

Executive Engineer  
Harbour Division,  
Deendayal Port Authority,  
First Floor, Nirman Bhavan,  
New Kandla, Kachchh,  
370 210  
Gujarat State.

Contact – (O) 02836 270429  
Fax: 02836 270429

### **Notice Inviting Online Bids (N.I.T.)**

Department Name	Civil Engineering Department
Circle/ Division	Harbour Division
Bid Notice No.	HD-12/23
Name of Project	"Supplying, fixing and commissioning of Asphalt Testing Machines at Laboratory, Kandla"
Name of Work	"Supplying, fixing and commissioning of Asphalt Testing Machines at Laboratory, Kandla"
Estimated Contract Value (INR)	₹ 11,85,689.00 (without GST)
Completion Period (in Days)	60 days
Bidding Type	Open
Bid Call (Nos.)	One
Bid Currency Type	Single
Bid Currency Settings	Indian Rupee (INR)
Joint Venture	Not Applicable
Rebate	Not Applicable
Bid Document Fee	₹. 1180.00/- (Including GST)
Bid Document Fee Payable To	FA & CAO, Deendayal Port Authority , Gandhidham
Bid Security/ EMD (INR)	₹. 11857.00/-
Pre-bid meeting	Not Applicable
Bid Document Downloading Start Date	/ /2023 onward
Bid Document Downloading End Date	24/08/2023 up to 15.00 Hrs.
Last Date & Time for Receipt of Bids	24/08/2023 up to 15.00 Hrs.
Bid Validity Period	120 days
Condition	(Demand Draft/Banker's Cheque/Pay order for Tender Fee & EMD shall be submitted in Electronic Format through on line (by scanning) while uploading the 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 the scanned copy of valid certificate. Accordingly, offer of those bidders shall only be opened whose Tender Fee and Bid security i.e. EMD is received Electronically in the preliminary bid. However, for the purpose of realization, bidder shall send the same in original to Executive Engineer (H) at the time of tender opening or

	send the same by hand/courier/RPAD/Speed post so as to reach the Executive Engineer (H), Deendayal Port Authority, A.O. Building, within 07 days from the last date of opening.
Pre. & Tech Bid Opening Date	Bids will be opened on 24/08/2023 @ 15:30 Hrs
Documents required to be submitted by scanning through online	Tender fee of ₹.1180.00/- (Including GST)& EMD of ₹. 11857.00/-in form of DD/BC/PO. In case of Micro and Small Enterprise (MSEs) holding valid certificate issued by any agencies/organization under The Ministry of Micro, Small and Medium Enterprises indicating the list of activity related to the subject tender shall become eligible for exemption from payment of tender fee/EMD. Such bidder shall upload the scanned copy of valid certificate.
Officer- Inviting Bids	Executive Engineer (H)
Bid Opening Authority	Executive Engineer (H)
Address	Executive Engineer, Harbour Division, Deendayal Port Authority, First Floor, Nirman Bhavan, New Kandla, Kachchh, 370 210 Gujarat State.
Contact Details	02836 270429
Qualification Criteria	<ol style="list-style-type: none"> <li><b>Relevant experience:</b> Bidders should have successfully completed similar works during last 2 years ending last day of month previous to the one in which applications are invited. Here "Similar Work" means to have experience of Supplying, fixing and commissioning of Testing Machines/Instruments at Quality Control Laboratory.</li> <li><b>Technical expertise:</b> Bidders should have sufficient technical expertise in designing, manufacturing, and delivering asphalt testing machines that meet international standards, such as IS/BS/DIN/ASTM or should be an Authorized Dealer of such Manufacturer (documentary evidence to be annexed).</li> <li><b>Quality assurance:</b> Bidders should have a quality assurance program in place that ensures the reliability, accuracy, and precision of their products. This can be demonstrated through ISO certification, accreditations such as NABL.</li> <li><b>After-sales service:</b> Bidders should have a comprehensive after-sales service program, including training, technical support, and maintenance services. This should be clearly outlined in the bid proposal.</li> <li><b>Price competitiveness:</b> Bidders should offer a competitive price for their products, considering the quality, performance, and after-sales service offered. Rates quoted should be inclusive of all except applicable GST.</li> <li><b>Delivery time:</b> Bidders should provide a clear timeline for the delivery of the machines, including any customization or modification required. <u>Subject to maximum of two months from the date of issue of work order.</u></li> <li><b>Warranty:</b> 12 months from the date of successful completion of installation of the machines.</li> <li><b>References:</b> Bidders should provide references from previous clients, including contact information, to demonstrate their successful track record in supplying asphalt testing machines.</li> </ol>

	<p>9. <b>Brand/Make:</b> Bidders are required to provide quotes exclusively for Asphalt Testing Machines from the following Brands/Makes: AIMIL, ELE International or Cole-Parmer. No other brands/makes will be considered.</p> <p>Other documents:</p> <ul style="list-style-type: none"> <li>i) PAN, GST registration certificate issued by the competent authority.</li> <li>ii) An undertaking on firm's letter head that the bidder has not been banned/ debarred / delisted by any Govt. / Semi Govt. / autonomous body.</li> <li>iii) An undertaking on firm's letter head that no changes have been made in the tender document downloaded from the (n) procurement site.</li> <li>iv) The contractor shall quote the price exclusive of GST. The contractor shall quote prevailing GST rate separately, which shall be reimbursed by DPA after ascertaining necessary compliance as per Goods &amp; Service Tax Act, 2017.</li> </ul> <p>All other duties, taxes, cesses applicable if any, shall be borne by the suppliers.</p>
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## Chapter -1: Instruction to Bidders

### 1.0 Introduction:

- 1.1** The Deendayal Port Authority, the only Major Port on the Gujarat Coastline, which serves the country as the North-Western Gateway to the international Maritime Trade, intends to procure the **“Supplying, fixing and commissioning of Asphalt Testing Machines at Laboratory, Kandla”** from manufacturers / authorized dealer only.
- 1.2** The Executive Engineer (H), Deendayal Port Authority, invites bids from manufacturers / authorized dealers for Procurement of **“Supplying, fixing and commissioning of Asphalt Testing Machines at Laboratory, Kandla”** for the machines as per the descriptions detailed in the **Schedule B at chapter 3**. The bidders are required to submit online bids.

### 2.0 Eligibility Criteria:

#### 2.1 PRELIMINARY QUALIFICATION

Tender fee of ₹. 1180.00 (Including GST) & EMD of ₹. 11857.00 in form of DD/BC/PO. In case of Micro and Small Enterprise (MSEs) holding valid certificate issued by any agencies/organization under The Ministry of Micro, Small and Medium Enterprises indicating the list of activity related to the subject tender as per National Industrial Classification-2008 mentioned in the **table below only shall become eligible for exemption** from payment of tender fee/EMD. Such bidder shall upload the scanned copy of valid certificate in preliminary bid:-

Level	Description
Section F	Manufacturing
Division – 26	Manufacture of Computer, Electronic and Optical Products
Group - 265	Manufacture of measuring, testing, navigating and control equipments.
Class - 2651	Manufacture of measuring, testing, navigating and control equipments.
Sub-class - 26516	Manufacture of laboratory analytical instruments and miscellaneous laboratory apparatus for measuring and testing such as scales, balances, incubators, etc

#### 2.2 TECHNICAL AND FINANCIAL QUALIFICATION

- 1. Relevant experience:** Bidders should have successfully completed similar works during last 2 years ending last day of month previous to the one in which applications are invited. Here “Similar Work” means to have experience of Supplying, fixing and commissioning of Testing Machines/Instruments at Quality Control Laboratory.
- 2. Technical expertise:** Bidders should have sufficient technical expertise in designing, manufacturing, and delivering asphalt testing machines that meet international standards, such as IS/BS/DIN/ASTM or should be an Authorized Dealer of such Manufacturer (documentary evidence to be enclosed).
- 3. Quality assurance:** Bidders should have a quality assurance program in place that ensures the reliability, accuracy, and precision of their products. This can be demonstrated through ISO certification, accreditations such as NABL.

4. **After-sales service:** Bidders should have a comprehensive after-sales service program, including training, technical support, and maintenance services. This should be clearly outlined in the bid proposal.
5. **Price competitiveness:** Bidders should offer a competitive price for their products, considering the quality, performance, and after-sales service offered. Rates quoted should be inclusive of all except applicable GST.
6. **Delivery time:** Bidders should provide a clear timeline for the delivery of the machines, including any customization or modification required. Subject to maximum of two months from the date of issue of work order.
7. **Warranty:** 12 months from the date of supply and commissioning at site.
8. **References:** Bidders should provide references from previous clients, including contact information, to demonstrate their successful track record in supplying asphalt testing machines.
9. **Brand/Make:** Bidders are required to provide quotes exclusively for Asphalt Testing Machines from the following Brands/Makes: AIMIL, ELE International or Cole-Parmer. No other brands/makes will be considered.

### 2.3 **OTHER DOCUMENTS TO BE SUBMITTED:**

- i) PAN, GST Registration Certificate issued by the competent authority.
- ii) An undertaking on firm's letter head that the bidder has not been banned / debarred / delisted by any Govt. / Semi Govt. / Autonomous Body.
- iii) An undertaking on firm's letter head that no changes have been made in the tender document downloaded from the (n) procurement site.

**Note: The documents mentioned above should be submitted in online system and hard copy of the same should also be submitted within seven days from the date of opening of technical bids.**

The envelopes shall be addressed to:

- a. The Executive Engineer, Harbour Division, Deendayal Port Authority,  
First Floor, Nirman Bhavan, New Kandla, Kachchh, 370 210 Gujarat State.
- b. bear the identification: Accompaniments for **"Supplying, fixing and commissioning of Asphalt Testing Machines at Laboratory, Kandla"**, Bid reference No. HW/Lab/36/01/2023, Name and address of the bidder.

### 3. **One bid per bidder:**

Each bidder shall submit only one bid, a bidder who submits more than one bid shall be disqualified.

### 4. **Cost of Bid:**

The bidders shall bear all the costs associated with the preparation and submission of their Bid, DPA shall not be liable for those costs.

### 5. **Bid Documents:**

- a. The bidder is required to download and print the bid documents for submission to DPA. The bidder must sign each document, fill in the required information's at the formats furnished in the

bid documents **(except price bid)**, enclose all the documents required as mentioned at **clause 2.0** above and submit to the office of the Executive Engineer (Harbor) within seven days from the date of opening of technical bids.

- b. The bidder is expected to examine carefully all instructions, Bid conditions, technical specifications, quantities, etc. Failure to comply with the requirements of the bid document shall be at the bidder's own risk.
- c. At the time of submission of the Bid document it shall not contain any addition, alterations or modifications. The uploaded version of the Port Bid Document will be treated as authentic and if any discrepancy is noticed at any stage between the Port's Bid document and the one submitted by the bidder, the conditions mentioned in the Port's uploaded document shall prevail. Besides, the bidder shall be liable for legal action for the lapses.

#### **6.0 Language of Bid:**

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

#### **7.0 Bid Validity:**

Bids shall remain valid for a period of **120 days** from the date of opening of the technical bid. A bid valid for a shorter period shall be rejected by the Employer as non-responsive. In exceptional circumstances, prior to expiry of the original time limit, the employer may request the bidders to extend the period of validity for additional period. The request and the bidder's responses shall be made in writing. A bidder may refuse the request for which EMD will not be forfeited. A bidder agreeing to the request will not be permitted to modify his bid.

#### **8 Alternative Proposals by Bidders:**

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

#### **9. Format and Signing of Bid:**

The Price Bid shall be submitted **online** only and shall be signed digitally by a person or persons duly authorized to sign on behalf the Bidder.

#### **10. Submission of Bids:**

Bidders who wish to participate in the bid process shall 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, Ahmadabad. Tel. 91 79 26857316/17/18 Fax: 91 79 26857321 E-mail: [nprocure@gnfc.net](mailto:nprocure@gnfc.net) Mobile: 9327084190 / 9898589652.

#### **11. Deadline of Submission of the Bids:**

Bidder is required to submit **online** bid at <https://kpt.nprocure.com> or [www.deendayalport.gov.in](http://www.deendayalport.gov.in) before the bid closing time as mentioned at NIT. After the deadline the bids cannot be submitted in

the **online** System. The Port may extend the deadline for submission of bids by issuing an amendment on bid site. Bidders may modify or withdraw their bids before the closing date. No Bid can be modified after closing of the bid submission time.

### **13 Bid Opening and Evaluation:**

On the due date and time as mentioned by DPA technical bids of only those bidders will be opened who has uploaded scanned copy of Bid fees & EMD, however, the hard copies of the same shall be submitted within seven days. Financial bid of only those bidders will be opened who are fulfilling the pre-qualifying criteria and has submitted required documents.

### **14.0 Clarification of Bids:**

- 14.1 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, but no change in the price of substance of the Bid shall be sought, offered, or permitted.
- 14.2 If the Bidder wishes to bring any information to the notice of the Employer, he should send the same in writing through post/fax/mail only. Any effort by the Bidder to influence the DPA in bid evaluation, bid comparison or contract award decisions may result in the rejection of his bid.
- 14.3 At any time prior to the deadline for submission of bids, employer may for any reason whether at its own initiative or in response to a clarification sought by any prospective bidder, modify the bidding documents by amendment/addendum.
- 14.4 Those bidders who download the tender documents from the website shall be solely responsible to check the website for the amendment issued in shape of addendum.

### **15.0 Award of Contract:**

- 15.1 The Employer will award the Contract to the Bidder whose offer has been determined to be lowest for particular item and is eligible in accordance with qualifying criteria.

### **16.0 Employer's Right to accept any Bid and to reject any or all.**

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

### **17.0 Security Deposit:**

Security deposit shall consist of two parts; a) Performance Guarantee to be submitted after issue of LOI, and b) Retention money to be recovered from Running Bills.

Performance Guarantee shall be 10% of the contract price, of which 5% of contract price should be submitted as Performance Guarantee in form of Bank Guarantee of Nationalized/Scheduled (except co-op.) bank having its branch at Gandhidham, or Demand Draft within 21 days, on receipt of Letter of Acceptance/Intent and balance 5% to be recovered as Retention Money from Bills. Recovery of 5%



Retention Money to commence from the First Bill onwards @ 5% of the Bill Value from each Bill. Retention Money will be refunded within 14 days from the date of payment of final bill. However, if payment is claimed in single first and final bill/invoice after commissioning of all machines, in that case there will be no recovery of retention money. Balance SD will be refunded immediately not later than 14 days from completion of defect liability period.

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.

#### **18.0 Corrupt or Fraudulent Practices:**

The Employer requires that Bidders observe the highest standard of ethics during the execution of this contract. In pursuance of this policy, the Employer defines, for the purpose of these provisions, the terms set forth below as follows:

- (a) "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
- (b) "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.
- (c) 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.
- (d) 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.

#### **19.0 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 herein before mentioned and as to the quality of workmanship or materials used on the work or as to any other question, claim, right, matter or any other thing whatsoever, in any way arising out of or relating to the contract, designs, drawings, specifications, estimates, instructions, orders, or to the conditions or otherwise concerning the work or regarding the execution or failure to execute the same whether arising during the progress of the work or after the completion thereof as described hereinafter shall be referred to the Chairman for sole arbitration by himself or by any officer appointed by him.
- (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 matters to which the contract relates and that in the course of his duties as an employee of the Board of the Government, he had expressed views on all or any of the matters in dispute or of difference. The arbitrator, who has been dealing with the arbitration case, being transferred or vacating his office or in the event of his death or being unable to act for any reason, the Chairman then holding the office shall arbitrate himself or appoint any officer to act as arbitrator.
- (III) It is also a term of this contract that no person other than the Chairman himself or any officer appointed by him shall act as arbitrator.

- (IV) It is a term of this contract that only such questions and disputes as were raised during the progress of other work till its completion and not thereafter shall be referred to arbitration. However, this would not apply to the questions and disputes relating to liabilities of the parties during the guarantee period after completion of the work.
- (V) It is a term of the contract that the party invoking arbitration shall give a list of disputes with amount of claim in respect of each said disputes along with the notice seeking appointment of arbitrator.
- (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 Trust 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 Contractor.
- (IX) The arbitrators from time to time, with the consent of both the parties, enlarge the time for making & publishing the award.
- (X) Arbitration shall be conducted in accordance with the provisions of Indian Arbitration Act, 1996 or any statutory modifications or 10e-enactment thereof and rules made there under and for the time being in force shall apply to the arbitration proceeding 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 a contract that the arbitration shall be deemed to have been entered on the reference on the date he issues the first notice to both the parties calling them to submit their statement of claims and counter statement of claims.
- (XIII) Venue of the arbitration shall be such place as may be fixed by the arbitrator at his sole discretion.

## 20.0 Resolution of Dispute

- a) The Board and the supplier shall make every effort to resolve amicably by direct informal negotiations, any disagreement or dispute arising between them in connection with the contract. However, in case of failure of negotiation between the Board and the Contractor, the parties shall refer their present and future disputes relating to the contract itself or arising out of or concerning or in connection with or in consequence of the contract to the Chairman, DPA whose decision shall be final and binding on both the parties. The contract shall be governed by the Indian Contract Act, 1872.
- b) **Jurisdiction of Courts:** All such disputes, which could not be settled at the intervention of Chairman, DPA, shall be subjected to the jurisdiction of the courts at Gandhidham.

Seal and Signature  
Of the contractor

Executive Engineer (H)  
Deendayal Port Authority

## Chapter 2: Special Conditions of Contract

### 1.0 Price:

The prices should be quoted on F.O.R. destination basis inclusive of **packing, loading, unloading, forwarding, freight, insurance and other incidentals** and should remain firm till completion of supply, fixing & commissioning. DPA shall not issue Form **C or D**. The GST shall be shown separately.

### 2.0 Place of supply, fixing & commissioning:

2.01 The machines shall be supplied, fixed and commissioned at Laboratory, Ground Floor, Nirman Building, New Kandla. The party is required to bear the loading / unloading, transportation, etc., charges towards the subject work.

2.02 In case of part work, the payment will be released by deducting 10% of the bill value which will be released once whole supply is made.

### 3.0 Submission of Test Certificate:

3.1 The supplier is required to submit the Type Test Certificate, Acceptance & Routine Test Certificate along with supply wherever applicable.

### 3.2 The machines shall be supplied with the certificate as specified in Chapter 3.

The party is required to supply and commission the machines within 60 days from the date of issue of supply order. The party shall ensure to supply & commission the machines strictly in accordance with the specification. The tenderers should agree to all our technical specifications, tender terms and conditions in to, else their offer will be rejected.

### 4.0 Payment:

4.1 100 % Payment will be made by Electronic Clearing System within 30 days after full machines delivered and commissioned in good condition subject to deductions mentioned in the tender conditions. G.

4.2 The party shall furnish necessary Bank payment Agreement form along with the bill. Income Tax and Surcharge as applicable will be deducted from the bill while making payment.

### 5.0 Rejection:

If the quality of the machines is not found satisfactory, DPA reserves the right to reject the entire lot or part thereof. The machines so rejected will be handed over to the party; the party shall bear transportation charges for the same.

### 6.0 Penalty for Late Supply & Commissioning:

Machines must be supplied & commissioned within the stipulated time period to avoid any penalty. Penalty will be levied at the rate of ½% for the value of Work Order per week or part thereof subject to maximum of 10% of the total work order value. However, for late delivery approval for extension of delivery period should be obtained, failing which goods are likely to be rejected and returned at the supplier's cost. Deendayal Port Authority may extend the time period without levy of L.D. if valid grounds are there for delay in supply & commissioning of machines.

**7.0 Force Majeure Clause:**

This is restricted to act of 'GOD' only.

**8.0 Resolution of Dispute and Jurisdiction of Court:**

The DPA and the supplier shall make every effort to amicably resolve dispute, if any. Any such disputes which could not be settled at the intervention of the Chairman, DPA shall be subjected to the jurisdiction of the courts at Gandhidham only.

**9.0 Risk Purchase:**

If the party without any valid reason fails to supply the goods ordered within stipulated delivery period or period so extended, the DPA may purchase the machines at their risk. In such an event the excess price, if any, which the Deendayal Port Authority might have to pay will be recovered from the supplier.

**10.0** If any defect is observed during the guarantee/warranty period i.e. one year the supplier shall replace the defective machines at no cost to the employer.

**12. PACKING:**

The machines should be suitably packed to withstand the hazards of transportations.

**13. TRANSPORTATION:**

The machines should be despatched by road transport, duly packed and insured, through any reliable Transport Co. The machines should be despatched and consigned to the Executive Engineer(H), Deendayal Port Authority, Laboratory, Ground Floor, Nirman Building, New Kandla, Kachchh District, Gujarat on freight "Paid"/door delivery "basis" at Laboratory, New Kandla.

**14. Guarantee/Warranty:** Machines shall bear guarantee/warranty for 12 months from the date of supply & commissioning at site.

**15. SPLITTING OF ORDER:**

DPA reserves the right to split the order between the bids based on item wise lowest rates in respect of said items. The decision in this regard will be final and binding on the suppliers.

**16. Pre- inspection:**

i. The bidder shall submit Calibration Certificate wherever applicable.

**Seal and Signature  
Of the contractor**

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

## Chapter -3: Schedule-B

Sr.	Item Description	Qty	Unit	Basic Rate (without GST) per Mtr.	Total Amount
1	Buoyancy Balance	1	No.		
2	Asphalt Mixer 5 Litre Capacity.	1	No.		
3	Automatic Compactor for Bituminous Mixes for 4" & 6" moulds	1	No.		
4	Cannon Manning cum Cannon Fenske Viscometer bath with Vacuum Pump (without Tubes)	1	No.		
5	Ductility Testing Machine with Digital Temp & displacement Indicator	1	No.		
<b>Total Amount: Rs.</b>					
<b>Add: GST @ _____%: Rs.</b>					
<b>Total Amount (including Taxes &amp; Transportation): Rs.</b>					

**MAKE: AIMIL/ELE International/Cole-Parmer**

## Chapter -4: Contract Forms

### Form -I

### 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:

1. The information furnished in our bid is true and accurate to the best of my knowledge.
2. That in case of being pre-qualified, we acknowledge that the DPA may invite us to participate in due time for the submission of Bid on the basis of provisions made in the Bid documents to follow.
3. When the call for Bids 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.
4. We enclose the entire required pre-qualification data format and all other evaluation.
5. We also state that no changes have been made by us in the downloaded Bid document and also understand that in the event of any discrepancies observed, the printed Bid 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)

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

Date:

<b><u>EXCEPTIONS AND DEVIATIONS</u></b>
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As pointed out in the Tender Call Notice, Bidder may stipulate here exceptions and deviations to the bid conditions, if considered unavoidable.

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

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

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

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

SPECIMEN BANK GUARANTEE TOWARDS PERFORMANCE  
GUARANTEE/SECURITY DEPOSIT

(To be executed on Rs. 300/- non-judicial Stamp Paper & to be submitted after entering by issuing Branch in their online system for generating Bank Guarantee in SFMS Mode)

To,  
The Board of Deendayal Port Authority of the Port of Kandla,  
Deendayal Port Authority  
A.O. Building, P.O. Box No.50,  
Gandhidham-Kutch.

In consideration of the Board of Deendayal Port Authority of the Port of Kandla, incorporated by the Major Port Authority 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 of the Port of Kandla, its successors and assigns) having agreed to exempt \_\_\_\_\_ (hereinafter called the "contractor") (Name of the contractor/s) from the demand under the terms and condition of the contract, vide \_\_\_\_\_ (Name of the Department)'s letter No. \_\_\_\_\_ Date \_\_\_\_\_ made between the contractors and the Board for execution of \_\_\_\_\_ covered under Tender No. \_\_\_\_\_ dated \_\_\_\_\_ (hereinafter called "the said contract") for the payment of Security Deposit in cash or Lodgment of Government Promissory Loan Notes for the due fulfillment by the said contractors of the terms and condition of the said contract, on production of a bank Guarantee for Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_) only we, the (Name of the Bank and Address) \_\_\_\_\_ hereinafter referred to as "the Bank") at the request of the contractors do hereby undertake to pay to the Board an amount not exceeding Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_) only against any loss or damage caused to or suffered by the Board by reason of any breach by the contractors of any of the terms and conditions of the said contract.

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

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



4. We, (Name of Bank and Branch), further agree with the Board that the guarantee herein contained shall remain in full force and effect during the period that would be taken for performance of the said contract and that it shall continue to be enforceable till all the dues of the Board under or by virtue of the said contract have been fully paid and its claims satisfied or discharged or till the \_\_\_\_\_ (Name of the user department) of the said certifies that the terms and conditions of the said contract have been fully and properly carried out by the said Contractors and accordingly discharge this guarantee. PROVIDED HOWEVER that the Bank shall at the request of the Board but at the cost of the Contractors, renew or extend this guarantee for such further period or periods as the Board may require from time to time.

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

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

7. It is also hereby agreed that the Courts in Gandhidham would have exclusive jurisdiction in respect of claims, if any, under this Guarantee.

8. We, \_\_\_\_\_ Bank lastly undertake not to revoke this guarantee during its currency except with the previous consent of the Board in writing.

9. Notwithstanding anything contained herein:

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

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

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

10. (i) Name of Beneficiary's Bank is State Bank of India, Gandhidham.

(ii) IFSC No. of Beneficiary's Bank is SBIN0060239.

(iii) Bank Account No. of Beneficiary is 10316591671.

Date \_\_\_\_\_ day of \_\_\_\_\_ 2022

For (Name of Bank)

(Name) Signature

Form-IV

**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 of the Port of Kandla,

Dear Sir,

Sub: Our Bank Guarantee No.\_\_\_\_\_ dated\_\_\_\_\_ for Rs.\_\_\_\_\_ favoring yourselves  
 issued on a/c of \_\_\_\_\_

M/s.\_\_\_\_\_(Name of supplier)

We confirm having issued the above mentioned guarantee favoring yourselves, issued on account of M/s.  
 \_\_\_\_\_ validity for expiry up to date\_\_\_\_\_ and claim expiry date up to\_\_\_\_\_. We  
 also confirm 1) \_\_\_\_\_ 2) \_\_\_\_\_ is/are empowered to sign such Bank Guarantee on  
 behalf of the Bank and his/their signatures is/are binding on the Bank.

Name of signature of Bank Officer