



# दीनदयाल पत्तन प्राधिकरण DEENDAYAL PORT AUTHORITY

Off-Shore Oil Terminal Department- Vadinar



Tender Notice No. OOT/C-WK/RM/4152

Online Tender for the work of

“Running and Maintenance of Storm water drain, U/G drainage system, and road area in Port colony Vadinar for a period three years

PORT OFFICE

Executive Engineer [Civil],  
Off-Shore Oil Terminal Department,  
AO Building, Deendayal Port Authority,  
Vadinar – 361010, Gujarat State.  
Mob.no.: +91 8141363651,  
email: [axenp@deendayalport.gov.in](mailto:axenp@deendayalport.gov.in)  
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<b>1. Section – 1: Tender Notice</b>
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**1.1 TENDER NOTICE NO. OOT/C-WK/RM/4152**

Off-Shore Oil Terminal Department, DPA, Vadinar invites tender through Online E-tendering system for the work of ““ Running and Maintenance of Storm water drain ,U/G drainage system, and road area in Port colony Vadinar for a period three years ”.

Earnest Money Deposit	Bid Security Declaration to be submitted in prescribed format
Invitation of Tender	22/12/2023
Last date and time of downloading	11/1/2024 upto 1400 hours
Last date and time of submission of e-tender only on website: <a href="http://www.nprocure.com">www.nprocure.com</a>	11/1/2024 upto 1500 hours
Date and time of opening of e-tender	11/1/2024 at 1530 hours
Tender shall be downloaded from website: <a href="http://www.nprocure.com">www.nprocure.com</a> ; <a href="http://www.deendayalport.gov.in">www.deendayalport.gov.in</a> and <a href="http://www.eprocure.gov.in">www.eprocure.gov.in</a>	
Corrigendum, if any, will be placed on website <a href="http://www.nprocure.com">www.nprocure.com</a>	

## 1.2 Notice Inviting Online Tender

Department Name	Off-shore Oil Terminal Department-Vadinar
Division	Civil Division
Tender Notice No.	OOT/C-WK/RM/4152
Name of work	<b>“ Running and Maintenance of Storm water drain ,U/G drainage system, and road area in Port colony Vadinar for a period three years</b>
Period of Contract	3 years and extendable for 1 more year
Bidding Type	Open
Bid Call (Nos.)	One
Tender Currency Type	Single Currency
Tender Currency Settings	Indian Rupee (INR)
Joint Venture	Not Applicable
Rebate	Applicable
Estimated Cost	Rs.8062580/-
Bid Document Fee	Rs.1,180/- [including GST]
Bid Document Fee Payable To:	NEFT/RTGS to Deendayal Port Authority Account No.32531010002572, Bank of India, Vadinar, IFSC: BKID0003253 for EMD & Tender Fee Shall be Submitted in electronic format only through online (by scanning) while uploading the bid. The submission shall mean that EMD & Tender Fee are received. Accordingly offer of those shall be opened whose EMD & Tender Fee is received electronically. However for the purpose of realization, bidder shall send the same in original to Executive Engineer (Civil) at the time of tender opening through RPAD so as to reach to Executive Engineer (Civil), Civil Division. AO Building, Vadinar within 07 days from the last date of opening.
Bid Security/EMD (INR) :	RS. 80626.00
Bid Security declaration /EMD (INR) in favour of	Deendayal Port Authority, Vadinar
Bid Document Downloading Start Date	22/12/2023
Bid Document Downloading End Date and Time	11/1/2024 upto 1400 hours
Date & time of Pre Bid Meeting	Not Applicable
Place of Pre Bid Meeting	Not Applicable
Last Date & Time for Online submission of Bids	11/1/2024 upto 1500 hours <a href="http://www.nprocure.com">www.nprocure.com</a>
Bid Validity Period	120 Days
Remarks	Not Applicable
Preliminary Bid Opening Date and Time	11/1/2024 upto 1530 hours
Technical Bid Opening Date and Time	11/1 /2024 upto 1600 hours

Commercial Bid (price bid) Opening Date	Will be intimated to the technically qualified bidders
Documents required to be submitted by scanning through online.	<b>a.</b> EMD & Tender fee (DD) <b>b.</b> Documents required under Section – 2.4.2.
Officer Inviting Bids	Executive Engineer [Civil]
Bid Opening Authority	
Address	Civil Division, Off-Shore Oil Terminal Department, First Floor, AO Building, Vadinar – 361010, Gujarat
Contact	Mob.no.: +91 8141363651, email: axenp@deendayalport.gov.in
Eligibility Criteria	<p>The Tenderers shall fulfil the following Pre – Qualification Criteria:</p> <p><b>(i) <u>Financial Standing</u>:</b> Average Annual financial turnover during the last 3 years, ending 31st March of the previous financial year, should be at least <b>Rs 8.06 lakhs as certified by the Chartered Accountant.</b></p> <p><b>(ii) <u>Experience</u>:</b> 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:</p> <p>(a) Three similar completed works each costing not less than the amount equal to Rs10.75 lakhs <u>OR</u></p> <p>(b) Two similar completed works each costing not less than the amount equal to Rs.<b>13.44</b> lakhs <u>OR</u></p> <p>(c) One similar completed work costing not less than the amount equal to Rs.<b>21.5</b> lakhs.</p> <p>(d) “Similar work” means “Civil works/ Maintenance of building works/Sanitation work /housekeeping work/Arboriculture Work”.</p> <p>(III) In case of Micro and Small Enterprise (MSEs) holding valid certificate issued by any agencies/ organization under The ministry of Micro, Small and Medium Enterprise 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.</p>

**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 – 26854511, 26854512, 26854513[EXT: 501,512,516,517,525]

**Reliance:** +91 – 79 – 30181689; Fax: +91 – 79 – 26857321, 40007533

**E-mail:**[nprocure@gnvfc.net](mailto:nprocure@gnvfc.net)

**TOLL FREE NUMBER:** 1–800–233–1010 [EXT: 501, 512, 516, 517, 525]

## 2. Section – 2: Instruction to Bidders

### 2.1. Scope of Bid:

- 2.1.1. Deendayal Port Authority (hereinafter referred to as the employer) intends to receive bids from the interested eligible bidders for the work as mentioned in the Notice Inviting Tender (NIT). All bids shall be completed and submitted to Deendayal Port Authority in accordance with the instructions to the bidders.
- 2.1.2. The successful bidder will be expected to complete the works by the intended completion period.

### 2.2. Source of Funds: The employer has arranged the funds from the internal resources and will have sufficient funds in Indian Currency for execution of the work.

### 2.3. Eligible Bidders:

- 2.3.1. Only eligible bidders fulfilling all the requirements as mentioned in the Notice Inviting Online Tender may participate in the subject Tender. Successful completion of “Similar Works” only shall be considered for evaluation of eligibility criteria.
- 2.3.2. The invitation for Bids is open to all eligible bidders meeting the eligibility criteria as defined in clause regarding Eligibility Criteria.
- 2.3.3. Government-owned enterprises may 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.
- 2.3.4. Bidders shall not be under a declaration of ineligibility for corrupt and fraudulent practices issued by the employer.

### 2.4. Eligibility Criteria [documents/forms to be submitted]

- 2.4.1. The Tenders shall fulfil the following pre-qualification criteria:

FINANCIAL		
Sr. No.	Particulars	Supporting Documents
1.	Average annual financial turnover during the last three years ending 31 <sup>st</sup> March of the previous financial year should	The average annual financial turnover certificate should be issued by any Chartered Accountant.

	be Rs 8.06 lakhs.	
<b>TECHNICAL</b>		
3.	Experience of having successfully completed similar works during last 07 years ending last day of month of previous to the one in which applications are invited should be either of the following: (i) Three similar completed works each costing not less than the amount equal to Rs 10.75 lakhs. (ii) Two similar completed works each costing not less than the amount equal to Rs 13.44lakhs. (iii) One similar completed works costing not less than the amount equal to Rs 21.5 lakhs.	(a) A copy of the completion certificate in respect of the successfully completed similar work. The completion certificate should invariably mention the reference number, work order, the date of completion of work and amount of work done. (b) A copy of work order should also be submitted for which the bidder is submitted the completion certificate.
4.	Definition of Similar work	Similar work means "Civil works/ Maintenance of building works/Sanitation work/housekeeping work".

2.4.2. The bidder shall scan and forward the following documents/Forms with their bid:

- 2.4.2.1. **Tender Fee Receipt:** Tender Fee applicable to be submitted in the form of DD only in favour of Deendayal Port Authority, Vadinar. The scanned copy of the DD shall be submitted in online and hard copy to be submitted to address given above within 7 days of opening of technical bid.
- 2.4.2.2. **Earnest Money Deposit Receipt:** NEFT/RTGS in favour of Deendayal port Authority Gandhidham
- 2.4.2.3. **Average Annual Financial Turnover:** Average annual financial turnover duly attested by any Chartered Accountant.
- 2.4.2.4. **Solvency Certificate:** Solvency Certificate, which should not older than six months on the date of opening of bid issued by any Nationalized or Scheduled Bank.( **Deleted**)
- 2.4.2.5. **Work Order:** Work Order at par with the monetary limit and specification as mentioned under clause no. 2.4.1 above.
- 2.4.2.6. **Completion Certificate:** Completion certificate for similar work order as mentioned under clause no. 2.4.1 above.



- 2.4.2.7. **TDS Certificate:** TDS [Tax Deducted at Source] Certificate towards Tax deducted against similar work as mentioned under clause no. 2.4.1.
- 2.4.2.8. **PAN Card:** Scanned copy of PAN Card.
- 2.4.2.9. **GST Registration:** Scanned copy of GST Registration.
- 2.4.2.10. **PF Certificate:** Scanned copy of PF Certificate.
- 2.4.2.11. **Status of Firm:** 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.
- 2.4.2.12. **Details of Firm: Form–1** duly filled-in to be uploaded.
- 2.4.2.13. **Specimen of Application:** To be executed on Letter Head of Bidder as per **Form–2**.
- 2.4.2.14. **Details of Finance Stability: Form–3** duly filled-in to be uploaded.
- 2.4.2.15. **Format for Declaration:** To be executed on Letter Head of Bidder as per **Form–4** towards “an undertaking that they will comply to the specifications of the work including terms and conditions in total without any deviation” and “A certificate by the bidder that they have not been banned/black-listed by any Government Agency”.
- 2.4.2.16. **Letter of Authority for submission of Bid:** Power of Attorney [duly accompanied by resolution of Board in case of company] authorizing for submission of bid in non-judicial stamp paper as per **Form–5**.
- 2.4.2.17. **Financial Standing:** Report of Financial Standing of bidder such as balance sheet, Profit and Loss Statement and auditor’s report for past three years.
- 2.4.2.18. **Undertaking in support of credentials:** Bidder should give an undertaking on Letter Head of Bidder duly stating that the documents submitted in support of credentials are genuine and DPA is at liberty to take any action against the bidder, if the said documents are found to be non-genuine.
- 2.4.2.19. **Exception & Deviations:** To be executed on Letter Head of Bidder as per **Form–6**.
- 2.4.2.20. **Information regarding litigation:** Information regarding any litigation, current or during the last five years, in which the Bidder is involved, the parties concerned, and disputed amount to be executed on Letter Head of Bidder as per **Form–7**.
- 2.4.2.21. **Similar Completed Works:** A statement showing similar completed works as defined in the Tender Documents during last 07 years as per **Form–8**.
- 2.4.2.22. **Sub-contractors:** A statement showing proposed sub-contractors and firms involved as per **Form–9 [Not Applicable to this work]**.

- 2.4.2.23. **Existing/on-going works:** A statement showing existing commitments and on-going works as per **Form-10**.
- 2.4.2.24. **Bank Payment Agreement Form:** To be executed on Letter Head of Bidder as per **Form-11**.
- 2.4.2.25. **Integrity Pact Form:** As one of the preliminary qualifications criteria, all the participating bidders have to enter into "Integrity Pact Agreement" with DPA, and in case of a Joint venture, all the partners of the Joint Venture should also sign the said "Integrity Pact Agreement" To be executed on Letter Head of Bidder duly sealed, signed by the authorized representative of the Bidder as per **Form-13**, for the Tender with estimated cost of Rs.50 lakhs or more.
- 2.5. One Bid per Bidder:** Each bidder shall submit only one bid. A bidder who submits more than one Bid will be disqualified and the EMD submitted with each of the bids shall be forfeited.
- 2.6. Joint Venture: [Not Applicable to this work]** JVs/Consortia be allowed in all contracts of estimated cost of more than Rs.5 Crores. However, there shall be no limit on the number of partners and subject to the following:
- 2.6.1. In a Joint Venture, all partners are jointly and severally responsible for the work.
- 2.6.2. The technical and financial criteria [PQC] may be met jointly by the partners. At the same time, it has to be ensured that firms are capable. Thus, firms with atleast 26% equity holding each shall be allowed to jointly meet the eligibility criteria.
- 2.7. Site Visit:** The Bidder, at his own responsibility and risk is encouraged to visit and examine the routes and its surroundings and obtain all information that may be necessary for preparing the Bid and entering into a contract for the works. The costs of visiting the site shall be borne by the Bidder
- 2.8. Clarification on Bid Documents:** A prospective bidder requiring any clarification of the bidding documents may notify the employer in writing or by electronic form and be confirmed by hard copy at the Employer's address indicated in the invitation to bid. The Employer will respond to any request for clarification which he received earlier than 07 days prior to the deadline for submission of bids. Copies of the Employer's response will be forwarded to all purchasers of the bidding documents, including a description of the enquiry but without identifying its source. The clarifications shall be uploaded on Website of <https://nprocure.com>
- 2.9. Pre-Bid Meeting:** Not applicable
- 2.10. Language of Bid:** All documents relating to the bid shall be in the English language.
- 2.11. Documents comprising the Bid:** The bid submitted by the bidder shall comprise the following:

**2.11.1. Technical Bid:**

- 2.11.1.1. Bid Security (**Declaration Form 14**) and tender fee;
- 2.11.1.2. Qualification information in accordance to clause of **Eligibility Criteria** shall be submitted.

2.11.2. **Financial Bid:** Bill of quantities duly filled and digitally signed by bidder.

**2.12. Bid Validity:**

2.12.1. 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.

2.12.2. In exceptional circumstances, prior to expiry of the original time limit, the Employer may request the bidders to 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.

2.12.3. A bidder agreeing to the request will not be permitted to modify his bid.

**2.13. Alternative proposal by Bidders:** Conditional offer or Alternative offers will not be considered further in the process of tender evaluation.

**2.14. 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.

**2.15. Amendment of Bidding Documents:**

2.15.1. Before the deadline for submission of bids, the Employer may modify the bidding documents by using addendums.

2.15.2. Any addendum thus issued shall be part of the bidding documents and shall be communicated in writing or by cable to all the purchasers of the bidding documents. Prospective bidders shall acknowledge the receipt of each addendum by cable to the Employer.

2.15.3. To give prospective bidders reasonable time in which to take an addendum into account in preparing their bid, the Employer shall extend as necessary the deadline for submission of bids, which will be notified.

**2.16. Submission of Bids:**

2.16.1. Bidders who wish to participate in the tender 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 bidder may contact the following address:(n) code Solutions, A

Division of GNFC, 301 GNFC Info tower, Bodakdev, Ahmadabad, Tel. 91 79 26857316/17/18; Fax: 91 79 26857321, Mobile: 9327084190 / 9898589652, e-mail: [nprocure@gnvfc.net](mailto:nprocure@gnvfc.net).

- 2.16.2. The accompaniments to the tender documents as described under in the tender document shall be Scanned and submitted On-Line along with Tender documents. However, the originals/attested hard copies along with tender documents (except Price Bid), signed on bottom of each page in token of acceptance of Tender Conditions and shall have to be forwarded subsequently so as to reach "Off-Shore Oil Terminal Department, AO Building, Jetty Office, Deendayal Port Authority, Vadinar – 361010" within seven days from the last date of opening of tender.
- 2.16.3. The envelopes shall be addressed to: Executive Engineer (Civil), Off-Shore Oil Terminal Department, Deendayal Port Authority, First floor, A.O. Building, Vadinar – 361010, Gujarat State.
- 2.16.4. The envelopes shall bear (i) Name of work: \_\_\_\_\_; Bid reference No. \_\_\_\_\_; Name, Address, Contact Number and e-mail id of the Bidder: \_\_\_\_\_.
- 2.16.5. The contractor can upload documents in the form of PDF format.
- 2.16.6. It is mandatory to upload scanned copies of all the documents including GST registration number as stipulated in the bid document. If such documents are not uploaded his bid will become invalid and cost of bid document shall not be refunded.
- 2.16.7. 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.
- 2.16.8. Contractor must ensure to quote rate of each item. If any cell is left blank and no rate is quoted by the bidder, the rate of such item shall be treated as "0 [zero]".
- 2.16.9. All the mandatory document required/prescribed for pre-qualification have to be uploaded online 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.

## **2.17. Deadline of submission of the Bids:**

- 2.17.1. Bids must be received by the employer in online system at websites [www.nprocure.com](http://www.nprocure.com).
- 2.17.2. At the time of submission of the tender document, the Bidder shall give an undertaking that no changes have been made in document. The uploaded version of the Port Tender Document at [www.nprocure.com](http://www.nprocure.com) websites 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 Bidder, the conditions mentioned in the Port's uploaded document on [www.nprocure.com](http://www.nprocure.com) websites shall prevail.

- 2.17.3. The employer may extend the deadline for submission of bids by issuing an amendment on DPA website as well as on [www.nprocure.com](http://www.nprocure.com) 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.
- 2.17.4. In case of tender documents being downloaded from the web site, at the time of submission of (the hard copy of) the tender document, the tenderer shall give an undertaking that no changes have been made in the document. If any discrepancy is noticed at any stage between the port's tender document uploaded on [www.nprocure.com](http://www.nprocure.com) and the one submitted by the tenderer, the conditions mentioned in the port's tender document uploaded on [www.nprocure.com](http://www.nprocure.com) shall prevail. Besides, the tenderer shall be liable for legal action for the lapses.

**2.18. Late Bids:** After the deadline of submission of bid as prescribed, the bids cannot be submitted in the On-Line System.

**2.19. Modification and Withdrawal of Bids:**

- 2.19.1. Bidders may modify or withdraw their bids before the deadline of submission of bid or extension if any.
- 2.19.2. No Bid can be modified after the deadline for submission of Bids.
- 2.19.3. Withdrawal or modification of a Bid between the deadline for submission of bids and the expiration of the original period of bid validity including extension, if any, may result in the forfeiture of the bid security i.e. EMD.

**2.20. Bid Opening:**

- 2.20.1. On the due date and time, the employer will first open Technical bids of all bids received including modifications.
- 2.20.2. 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 at the same time.
- 2.20.3. If any Bid contains any deviation from the Bid documents and/or if the same does not contain Bid security i.e., EMD and tender fees in the manner prescribed in the Bid documents, then that Bid will be rejected and the Bidder will be informed accordingly.
- 2.20.4. The bids which are technically qualified, their financial bids will be opened. The date of opening of financial bid will be declared in the [www.nprocure.com](http://www.nprocure.com).
- 2.20.5. The price bid i.e., BOQ will be opened only those bids qualify technically.

**2.21. Clarification of Bids:**

- 2.21.1. 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 or substance of the Bid shall be sought, offered, or permitted.
- 2.21.2. 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.

2.21.3. 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.

## **2.22. Examination of Bids and Determination of Responsiveness:**

2.22.1. Prior to detailed evaluation of Bids, the Employer will determine whether each bid:

- 2.22.1.1. has been properly digitally signed,
- 2.22.1.2. meets the eligibility criteria defined
- 2.22.1.3. is accompanied by the required tender fee and EMD
- 2.22.1.4. is responsive to the requirements of the Bidding documents.
- 2.22.1.5. GST number to be quoted invariably by the bidder.

2.22.2. A substantially responsive Technical and Financial Bid is one which conforms to all the terms, conditions and specification of the Bidding documents.

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

## **2.23. Evaluation and Comparison of Bids:**

2.23.1. The employer will evaluate and compare only the Bids determined to be responsive.

2.23.2. In evaluating the Bids, the employer will determine for each Bid the evaluated Bid price by adjusting discounts, if any.

2.23.3. If in the opinion of the Chief Operations Manager, the rate quoted by successful bidder is abnormally high/low compared to the estimated cost of the work, the employer may ask the bidder to produce detailed price analysis for all items of the bill of quantities.

## **2.24. Issue of Letter of Acceptance:**

2.24.1. The employer will award the work to the bidder whose bid has been evaluated to be techno-commercially responsive and the lowest evaluated bid subject to submission of agreement and performance security.

2.24.2. The employer, if so required, reserves the right to split the work and award the work in favour of more than one firm.

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

**2.25 Employer's Right to accept any Bid and to reject any or all.** Notwithstanding clause 2.24 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 any liability to the affected bidder or bidders of the grounds for Employer's action.

## **2.25. Notification of Award and Signing of Agreement:**

- 2.25.1. The Bidder whose Bid has been accepted will be notified for the award by the Employer prior to expiration of the Bid validity period by facsimile/email, confirmed by registered letter. In this letter (hereinafter and in the Conditions of Contract called the "Letter of Acceptance" (LOA) and issued by Chief Operations Manager) the contract amount, completion period of the work, etc will be mentioned in line with the tender conditions.
- 2.25.2. 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 tender condition.
- 2.25.3. The Agreement will be signed by successful Bidder within 14 days of issue of the notification of award [Letter of Acceptance]. The agreement will incorporate all correspondence between the Employer and the successful bidder.

## **2.26. Contract Agreement:**

- 2.26.1. The agreement on stamp paper shall be furnished by the Contractor as per the following guidelines within 14 days from the date of issue of Letter of Intent.
- 2.26.2. The successful bidder will be required to execute an agreement at his expense on Non-Judicial Stamp Paper of value applicable in the proper departmental format for the due and proper fulfilment of the contract within 14 days from the date of Letter of Acceptance.
- 2.26.3. Pending preparation and execution of the contract agreement as above, the tender submitted by the Contractor together with Chief Operations Manager's letter/fax/e-mail accepting the tender shall constitute a binding contract between the Board and the Contractor.
- 2.26.4. The contract period shall be reckoned from the date of issue of work order to commence the work.
  - 2.26.4.1. The original agreement as per the format attached with the tender should be executed on a stamp paper of appropriate value.
  - 2.26.4.2. The Agreement should be submitted in duplicate and the date of execution is to be kept blank.
  - 2.26.4.3. Each page of the document is to be signed by the Contractor/ his authorized representative by indicating his full name.
  - 2.26.4.4. If the Contractor is a partnership firm, then a copy of the Partnership Deed and in case it is a Company, a copy of Memorandum and Articles of Association along with Registration Certificate is to be submitted.



- 2.26.4.5. If the agreement is signed by a Partner/s Director/an authorized person of the firm, in such case, a certified true copy of the power of attorney/letter of authority given by the firm/company to the signatory of the Contractor firm is to be submitted.
- 2.26.4.6. The entire agreement should be in type written form/computer printed form.
- 2.26.4.7. Leaving blanks and insertion of some contents of the agreement with hand writing should be avoided.
- 2.26.4.8. All corrections/additions made in the agreement are to be initialled.

**2.27. Issue of Work Order:** Work order will be issued indicating the Contract value, completion period etc. after submission of Performance Security Deposit and Contract Agreement on Non-Judicial Stamp Paper by the successful bidder as per Tender Conditions.

**2.28. Time Schedule:** The Contract will be for a period of 36 months which shall be effective from the date of commencement as mentioned in the Work Order.

**2.29. Corrupt or Fraudulent Practices:** The Employer requires that contractor has to observe the highest standard of ethics during the execution of this contract. In pursuance of policy, the Employer defines the corrupt and fraudulent practice as under:

2.29.1. defines the following for the purpose of these provisions:

- 2.29.1.1. “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
- 2.29.1.2. “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.

2.29.2. 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.

2.29.3. 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.

2.30.4 **Integrity Pact:** The bidder has to execute Integrity pact agreement with Deendayal Port Authority. **Shri S K Sarkar, IAS (Retd.) & Shri Saurabh**



**Chandra, IAS (Retd.),** Have been nominated as Independent External Monitor for Integrity Pact ,whose address is as under:-

Shri S K Sarkar, IAS (Retd.),  
B-104, Nayantara Aptt.,  
Plot 8 B, Sec 07, Dwarka,  
New Delhi -110 075  
Mobile No. 98111 49324

(2) Shri Saurabh Chandra, IAS (Retd.)  
A-9, Sector -30,  
Noida(UP) 201301.  
.Mobile No. 9871322133

Email: [sksarkar1979@gmail.com](mailto:sksarkar1979@gmail.com)

email: saurabh7678@yahoo.co.

The bidders have to sign & seal and submit the Integrity Pact form to DPA, along with the Technical Bid i.e., in Cover-II, as a token of acceptance. However, the Agreement is to be executed during the issuance of Pre-Acceptance Letter.

### 3. Section – 3: Forms

#### 3.1. Form – 1: Details of Firm [to be executed on Bidder's letter head]

Sr. No.	Description	Details
1.	Name of Party	
2.	Correspondence address of the Party	
3.	Name of Contact person/s	
4.	Contact number of person/s	
5.	Contact number of the firm	
6.	Mail i.d.	
7.	Year of Establishment	
8.	Type of Firm [i.e. proprietorship/ partnership etc.]	
9.	Name of Proprietor/partners	
10.	Contact numbers of proprietor/partners	
11.	PAN Number	
12.	GST Number	
13.	PF Registration Number	

<b>3.2. Form – 2 : Specimen of Application</b> <b>[to be executed on Bidder's letter head]</b>
---------------------------------------------------------------------------------------------------

To

Chief Operations Manager,  
Deendayal Port Authority  
Off-Shore Oil Terminal, Vadinar – 361010

We, the undersigned, declare that:

- (a) We have examined and have no reservations to the tender documents, including addenda and clarifications issued vide .....
- (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 **(insert No. )**
- (c) Our tender shall be valid for the period of 120 days, from the date fixed for the tender submission deadline and it shall remain binding upon us and may be accepted at any time before the expiration of that period or any extended period.
- (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/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.
- (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.
  - i. We understand that you are not bound to accept the lowest evaluated tender or any other tender or you can also split the work that you may receive.
  - ii. We also make a specific note of clause 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)

**3.3. Form – 3: Details of Financial Stability**  
**[to be executed on Bidder's letter head]**

- A. The average Annual Financial Turnover of the applicant in the last years ending 31<sup>st</sup> march of previous financial year as certified by Chartered Accountant (attach copies of audited accounts).

Sr. No.	Year	Turn Over
1.	2022-23	
2.	2021 -22	
3.	2020-21	

- B. Name and address of the Bankers of the contractor

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Date : \_\_\_\_\_  
Place : \_\_\_\_\_

Name of Applicant: \_\_\_\_\_  
Represented by (Name & capacity) \_\_\_\_\_

<b>3.4. Form – 4: Format of Declaration</b> <b>[to be executed on Bidder's letter head]</b>
------------------------------------------------------------------------------------------------

To,

Chief Operations Manager,  
Deendayal Port Authority,  
Off-Shore Oil Terminal, Vadinar – 361010

Sub: \_\_\_\_\_

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 opening of Price bid of the 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 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 documents and supplementary information required for the pre-qualification evaluation.
- (e) We also state that no changes have been made by us in the downloaded tender formats and understand that in the event of any discrepancies observed, the tender hoisted on website of (n) procure is full and final for all legal/contractual obligations.
- (f) We also declare that, our firm has not been banned/de-listed by any Government or PSUs.
- (g) We also give an undertaking that, we have not made any payment or illegal gratification to any person/authority connected with the bid process so as to influence the bid process and have not committed any offence under the PC Act in connection with the bid.

Date : \_\_\_\_\_

Place : \_\_\_\_\_

Name of Applicant: \_\_\_\_\_  
Represented by (Name & capacity) \_\_\_\_\_

**3.5. Form – 5: Letter of Authority for submission of Bid  
[to be executed on non judicial stamp paper]**

To,

Chief Operations Manager,  
Deendayal Port Authority,  
Off-Shore Oil Terminal Department,  
Vadinar – 361010

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 {copy of board resolution attached (in case of company)} for tender no. \_\_\_\_\_ for the work of \_\_\_\_\_ 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:

**3.6. Form – 6: Exception & Deviations**  
**[to be executed on bidder's letter head]**

As pointed out in the tender call notice, bidders 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 with reasons

Note: The bidders to note that, in the event of un-acceptable deviations, if any, the bid shall be liable for rejection. Bidders is discouraged to deviate from bid condition, specifications, delivery schedules, commercial terms as per the tender document,

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

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

**3.7. Form – 7: Information regarding Litigation**  
**[to be executed on bidder's letter head]**

The information has to be submitted as per following format:

Other party/ies	Port	Cause of dispute	Amount	Remarks showing status	involved present

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

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



**3.8. Form – 8: Completed Similar Works in last 07 years**  
**[to be executed on bidder's letter head]**

Total value of completed similar as defined in the Tender Documents during last 07 years as per following format:

Name of work	Year	Name of Party	Address of Party	Value of Contract

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

**3.9. Form – 9: Proposed sub-contractors and firms involved**  
**[to be executed on bidder's letter head]**

**{Not applicable to this work}**

Total information to be submitted as per following format:

Sections of the works	Value of sub-contract	Sub-contractor [name and address]	Experience in similar works

**3.10. Form – 10: Existing commitments and on-going works  
[to be executed on bidder's letter head]**

Description of work	Place and state	Contract no. and date	Name and address of Port or dept.	Value of contract	Stipulated period of completion	Value of remaining work to be completed	Anticipate date of completion

**3.11. Form – 11: Bank Details for E-Payment**  
**[to be executed on bidder's letter head]**

a.	Name of Party	
b.	Account Number	
c.	Bank Name	
d.	Branch Name	
e.	Branch Station	
f.	IFSC Code of the Bank	
g.	Contact Number of Bank	
h.	Type of Account	Saving / Current
i.	MICR Code	
j.	Accepted for	NEF Payment / 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 is concerned.

Signature of the party with the seal

<p><b>3.12. CERTIFICATE / UNDERTAKING</b> <b>[to be executed on party's letter head]</b></p>
--------------------------------------------------------------------------------------------------

- (1) This is to certify that we M/s. \_\_\_\_\_ have not been banned/blacklisted by any Government Agency or PSUs.
- (2) It is to undertake that the documents submitted by us in support of our credential are genuine and DPA is at liberty to take any action against us, if the said documents are found to be non-genuine.
- (3) It is to undertake that we will comply to the specifications of the work including terms and conditions in total without any deviation.

## **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. Copy of the "Guidelines on Indian Agents of Foreign Suppliers" is placed at (page Nos. 7-20)
  - 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". Copy of the "Guidelines on Banning of business dealings" is placed at (Page No. 7-20).

### **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 Shri Sarkar, IAS (Retd.) and Shri Saurabh Chandra, IAS (Retd.) as Independent External Monitor for this pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
- (2) The Monitor is not subject to instructions by the representative of the parties 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. Vadinar, 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)  
A. Ramasamy  
Chief Operation Manager  
દેવભૂમિ દરવાજા પ્રાધિકારન  
deendayal Port Authority  
ગુજરાત રાજ્ય  
Office Seal  
Office Seal  
Vadinar-361010, Dist. Devbhoomi Dwarika (Guj.)

Place: Vadinar

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

(For & on behalf of the  
Bidder/Contractor)

(Office Seal)

Witness-1: (From principal side)

(Name & Address)

Kumar Ranjan Swain

OOT, VADINAR

DEENDAYAL PORT AUTHORITY

Swain

Witness-2: (From bidder/contractor side)

(Name & Address)

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



**3.14. Form – 14: Bid Securing Declaration Form for Earnest Money Deposit  
[to be executed on the letter head of bidder]**

**Bid Securing Declaration Form ( Not Applicable)**

Date: \_\_\_\_\_

Tender No. OOT/C-WK/RM/4152

To

Chief Operations Manager,  
Offshore Oil Terminal Department,  
Deendayal Port Authority,  
Vadinar – 361010.

I/We, The undersigned, declare that:

I/We understand that, according to your conditions, bids must be supported by a Bid Securing Declaration.

I/We accept that I/We may be disqualified from bidding for any contract with you for a period of **three** years from the date of notification if I am /We are in a breach of any obligation under the bid conditions, because I/We

- a) have withdrawn/modified/amended, impairs or derogates from the tender, my/our Bid during the period of bid validity specified in the form of Bid; or
- b) having been notified of the acceptance of our Bid by the employer/purchaser during the period of bid validity (i) fail or refuse to execute the contract, if required, or (ii) fail to refuse to furnish the Performance Security, in accordance with the Instructions to Bidders.

I/We understand this Bid Securing Declaration shall cease to be valid if I am/we are not the successful Bidder, upon the earlier of (i) the receipt of your notification of the name of the successful Bidder; or (ii) thirty days after the expiration of the validity of my/our Bid.

Signed: \_\_\_\_\_ (insert signature of person whose name and capacity are shown)

in the capacity of \_\_\_\_\_ (insert legal capacity of person signing the Bid Securing Declaration)

Name: \_\_\_\_\_ (insert complete name of person signing the Bid Securing Declaration)

Duly authorized to sign the bid for and on behalf of \_\_\_\_\_ (insert complete name of bidder)

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

Corporate Seal (where appropriate)

(Note: In case of a Joint Venture, the Bid Securing Declaration must be in the name of all partners to the Joint Venture that submits the bid)

<b>3.15. Form –15: Specimen Letter of Authority from Bank for all BGs (to be executed on Bank's letter head)</b>
----------------------------------------------------------------------------------------------------------------------

To,

Chief Operations Manager,  
Off-Shore Oil Terminal Department,  
Deendayal Port Authority,  
Vadinar – 361010

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

Sir,

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

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

Seal, Name & signature of Bank Officer

<b>3.16. Form – 16: Letter of Acceptance</b>
----------------------------------------------

No. OOT/\_\_\_\_\_/\_\_\_\_\_

Date: \_\_\_\_\_

To: \_\_\_\_\_  
(Name & address of contractor)

Sub: \_\_\_\_\_

Ref: Your bid dated \_\_\_\_\_ and list of correspondence with the bidders.

Dear Sir,

This is to notify you that your price bid opened on \_\_\_\_\_ for execution of the work “ \_\_\_\_\_”, as given in the instruction to bidders) for the Contract Price of Rs. \_\_\_\_\_ (amount in words and figures) as corrected and modified in accordance with the Tender Documents is hereby accepted by the competent authority of Deendayal Port Authority.

You are hereby requested to furnish performance guarantee, for an amount of Rs. \_\_\_\_\_ (amount in words and figures) within {21} days of the issue of this letter of acceptance valid upto {28} days from the date of completion/obligation/ expiry of taking over certificate subject to removal of defects period, if any i.e. upto \_\_\_\_\_ and also sign the contract agreement within {21} days of the receipt of this letter of acceptance, failing which action as stated in the tender document will be taken.

Detailed Work Order will follow.

Please acknowledge receipt.

Yours faithfully,

Authorized signatory  
Name and title of signatory  
Deendayal Port Authority

<b>3.17. Form – 17: Bank Guarantee for Performance Guarantee/Security Deposit (to be executed on non judicial stamp paper)</b>
------------------------------------------------------------------------------------------------------------------------------------

(The bank, as requested by the successful Tenderer, shall fill in this form in accordance with the instructions indicated)

1. In consideration of the Board of Authorityees of the “Deendayal Port Authority” incorporated by the Major Port Authority Act, 1963 as amended by the Major Port Authority (Amendment) Act 1974 (herein after called “The BOARD”) which expression shall unless excluded by or repugnant to the context or meaning therefore be deemed to include the Board of Authorityees of the Port of Deendayal Port Authority, its successors and assigns) having agreed to exempt \_\_\_\_\_(name of contractor/s) (herein after called the “Contractor”).
2. From the demand under the terms and conditions of the contract, vide \_\_\_\_\_’s (Name of department) letter no. \_\_\_\_\_ dated \_\_\_\_\_ made between the contractor and the Board for execution of \_\_\_\_\_ covered under Tender No. \_\_\_\_\_ dated \_\_\_\_\_ (hereinafter called “the said contract”) for the payment of Performance Guarantee in cash or Lodgement of Government Promissory Loan Notes for due fulfillment by the Said Contractor of the terms and conditions of the said Contract, on production of a Bank Guarantee for Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_) only we, the (Name of Bank and Address) \_\_\_\_\_ (hereinafter referred to as “the Bank”) at the request of the Contractor do hereby undertakes to pay to the Board an amount not exceeding Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_) only against any loss or damage caused to or suffered or which would be caused to or suffered by the Board by reason of any breach by the Contractor of any of the terms and conditions of the said contract.
3. We, (Name of Bank), (Name of Branch), do hereby undertake to pay the amounts due and payable under this guarantee without any demur merely on a demand from the Board stating that the amount claimed is due by way of loss or damage caused to or which would be caused to or suffered by the Board by reason of any breach by Contractor of any of the terms and conditions of the said contract or 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).
4. We, (Name of Bank and Branch), undertake to pay the Board any money so demanded notwithstanding any dispute or disputes raised by the Contractor 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 valid discharge of our liability for payment there under and Contract(s) shall have no claim against us for making such payment.
5. 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 EMPLOYER certifies that the terms and conditions of the said contract have been fully and properly carried by the said Contractor and accordingly discharged 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.

6. 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 Contractor from time to time or to postpone for any time or from time to time any of the power exercisable by the Board against the said Contractor 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 Contractor or for any forbearance, act or omission on the part of the Board or any indulgence shown by the Board to the Contractor 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.
7. This guarantee will not be discharged due to the change in the constitution of the Bank or the Contractor(s).
8. It is also hereby agreed that the Courts in Jamnagar/Vadinar would have exclusive jurisdiction in respect of claims, if any, under this Guarantee.
9. We, \_\_\_\_\_ Bank lastly undertake not to revoke this guarantee during its currency except with the previous consent of the Board in writing.
10. Notwithstanding anything contained herein:
  - (i) Our liability under this Bank Guarantee shall not exceed Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_).
  - (ii) This Bank Guarantee shall be valid up to \_\_\_\_\_; and
  - (iii) 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).

For (Name of Bank) Signature

Date \_\_\_\_\_ day of \_\_\_\_\_ 201\_\_\_\_\_



**3.18. Form – 18: Work Order**

No. OOT/\_\_\_\_\_/\_\_\_\_\_

Date: \_\_\_\_\_

To: \_\_\_\_\_  
(Name & address of contractor)

Sub: \_\_\_\_\_

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

Sir,

Pursuant to your furnishing the requisite Security and signing of the contract  
for \_\_\_\_\_ execution \_\_\_\_\_ of \_\_\_\_\_ the \_\_\_\_\_ work  
“ \_\_\_\_\_

\_\_\_\_\_”, you are hereby instructed to proceed with the execution of  
the said work w.e.f. \_\_\_\_\_ in accordance with the contract documents.

Thanking you,

Yours faithfully,

Executive Engineer (Civil),  
Deendayal Port Authority, OOT, Vadinar

**3.19. Form – 19: Final Acceptance Letter**  
**(to be executed by DPA on non judicial stamp paper provided by the party)**

No. OOT/\_\_\_\_\_/\_\_\_\_\_

Date: \_\_\_\_\_

To: \_\_\_\_\_  
(Name & address of contractor)

Sub: \_\_\_\_\_

Sir,

With reference to your tender dated\_\_\_\_\_, wherein you have agreed to carry out the subject work for Rs.\_\_\_\_\_(amount in figure and words) inclusive of all taxes for the subject work excluding GST, has been accepted to the specification and condition etc. accompanied with the said tender.

A copy of accepted schedule of quantities and rates together with one terms and conditions has already been forwarded to you.

Yours faithfully,

Chief Operations Manager,  
Deendayal Port Authority, OOT, Vadinar

**3.20. Form – 20: Agreement for execution of work  
(to be executed on non judicial stamp paper)**

1. This agreement made of this \_\_\_\_\_ day of \_\_\_\_\_ Two Thousand Eighteen between the Board of Authorityees of the Deendayal Port Authority, a body corporate under Major Ports Act, 1963 having its registered office at Administration Office Building at Gandhidham (Kutch) (hereinafter called the 'Board' which expression shall unless excluded by or repugnant to the context , be deemed to include their successors in office) of the one part and \_\_\_\_\_ (Name and address of all the partners if a partnership with all their address) hereinafter called the 'Contractor' which expression shall unless excluded by or repugnant to the context be deemed to include his / their heirs, executors, administration , representatives and assignees or successors in office of the other part.
2. WHEREAS the Board is desirous of carrying out the work of \_\_\_\_\_ and whereas the Contractor has offered to execute and complete such work.
3. WHEREAS the Contractor has deposited a sum of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only) as security deposit in the form of \_\_\_\_\_ and/or agreed to deposit the security deposit as follows for the due fulfillment of all the conditions of the contract.
  - (a) Rs. \_\_\_\_\_ paid through NEFT/RTGS towards earnest money to be treated as Security Deposit.
  - (b) Balance amount of Rs. \_\_\_\_\_ to be recovered from the work bills.
4. NOW THIS AGREEMENT WITHINNESS AS FOLLOWS:
  - A. In this agreement words and expression shall have the same meaning as are respectively assigned to them in the general condition (including special conditions, if any) of contract hereinafter referred to.
  - B. The following documents shall be deemed to form and read as construed part of this agreement viz.:
    - (i) Notice inviting tender.
    - (ii) Technical specifications.
    - (iii) Special conditions of contract.
    - (iv) Tender submitted by the Contractor.
    - (v) Any correspondence made between the Executive Engineer and the Contractor after opening of the cover-I—as regards to contain clarifications/details called for vice versa.
    - (vi) Common terms and conditions offered to Contractor and their acceptance including confirmation to withdrawal of their own terms and conditions offered with the tender i.e 'Cover-I'.
    - (vii) Bank Guarantee for security deposit.
5. The Contractor hereby covenants with the Board to complete the work of \_\_\_\_\_ in conformity in all respects, with the provisions of the contract.

6. The Board hereby covenants to pay the Contractor in consideration of such completion of the works, the contact price of Rs.\_\_\_\_\_ (Rupees \_\_\_\_\_only) at the time and in the manner prescribed of the contract.
7. IN WITNESS WHERE of the parties here unto have set their hands and seals the day and year first above written signed and sealed by the Contractor in the presence of:-

Witness

1. Name & Address\_\_\_\_\_

Signature of Contractor  
With Seal

2. Name & Address\_\_\_\_\_

Signed, sealed and delivered by Shri\_\_\_\_\_on behalf of the  
Board in presence of

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

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

Chief Operations Manager  
Deendayal Port Authority

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

Secretary  
Deendayal Port Authority

#### 4. Section – 4: Commercial Terms and Conditions

**4.1. Tender Fees:** Tender Fee as per clause no. 2.4.2.1 to be submitted in the form of DD only in favour of Deendayal Port Authority, Vadinar. The scanned copy of the DD shall be submitted in online and hard copy to be submitted to address given in the NIT within 7 days of opening of technical bid. The bid/tender not accompanied with DD shall not be considered & out rightly rejected.

**4.2. Earnest Money Deposit:**

To be deposited through NEFT/RTGS into A/c no. 325310100002572, IFSC No. BKID0003253, Bank of India, Vadinar

- A. Earnest money Deposit (EMD) should be 1 % of the estimated cost of work and maximum amount of earnest money should be Rs. 50.00 lakhs. In case of Micro and Small Enterprises (MSEs) holding valid certificate issued by any agencies/ organization under The Ministry of Micro, Small and Medium Enterprises indicating the list of activity related to the subject tender as per National Industrial Classification-2008 mentioned in the table below only shall become eligible for exemption from payment of Tender Fee/EMD. Such bidder shall upload the scanned copy of valid certificate in preliminary bid.
- B. The EMD up to Rs. 5 lakhs shall be payable by digital/online transfer & EMD beyond Rs.5 lakhs can also be payable by digital/online transfer or in the form of Bank Guarantee for the 12 entire amount from any Nationalized Bank / Scheduled Bank except Co-operative Bank having its branch at Vadinar/ Jamnagar. Bank Guarantees submitted as Earnest Money shall be valid for 28 days beyond the validity of the bid. Bank Guarantee shall be verified independently by the Port with the bank before finalization of technical offer. In the event of lack of confirmation of issue of the Bank Guarantee by the Bank, the bid shall stands disqualified.
- C. EMD of unsuccessful bidders other than L1 is refunded immediately after ranking of price bids. Earnest money of L1 is refunded immediately after entering in to agreement and acceptance of performance Guarantee
- D. EMD is refunded suo-motto without any application from the bidders.
- E. The bid security of the successful bidder will be discharged after he has signed the Agreement and furnished the required Performance security.
- F. The Bid security may be forfeited, if
  - a) The bidder withdraws the bid after bid opening during the period of bid validity.
  - b) The bidder does not accept the correction of the Bid price, pursuant to Clause c)
  - c) The successful bidder fails within the specified time limit to (i) Sign the Agreement or (ii) Furnish the required Performances security

- 4.3. Average Annual Financial Turnover:** Average annual financial turnover during the last three years ending 31<sup>st</sup> March of the previous financial year should be of monetary limit as mentioned under clause 2.4.1.
- 4.4. Solvency Certificate:** Solvency Certificate as per clause no. 2.4.1. which should not be older than six months on the date of invitation of tender.(delete)
- 4.5. Work Order:** Experience of having successfully completed similar works [definition: Civil/Building Works] during the last 07 years ending last day of month previous to the one in which applications are invited should be as per monetary limit mentioned under clause no. 2.4.1.
- 4.6. Completion Certificate:** A copy of the completion certificate in respect of the successfully completed similar work towards clause no. 4.5 should be submitted. The completion certificate should invariably mention the reference number of work order, the date of completion of work and amount of work done.
- 4.7. Tax Deducted at Source:** The bidder will be required to produce the tax deducted at source [TDS] Certificate indicating the income tax deducted by the client for that work, which will form the basis for assessing the value of completion of work [as per clause no. 4.5]. Along with the TDS certificate, a statement should be submitted giving details showing the name of the client, gross amount of the work, TDS amount and net payment received. The statement should be signed by the Chartered Accountant.
- 4.8. Bid Prices:**
- 4.8.1. The rates and prices quoted by the bidder shall be fixed for the duration of the contract and shall not be subject to adjustment on any account.
- 4.8.2. The prices shall be quoted inclusive of all Taxes [excluding GST], Duties, salary and wages of staff, repair and maintenance cost, fuel cost, insurance and other incidentals etc. and should remain firm till completion of work.
- 4.9. Currencies of Bid and Payment:** The unit rates and the prices shall be quoted by the bidder Indian Rupees only.
- 4.10. Performance Security Deposit:**
- Security Deposit shall consist of Performance Guarantee to be submitted at award of work. Performance Guarantee should be 3% of the contract price which should be submitted in form of Bank Guarantee, or Demand Draft within (21 days in case of domestic bids and within 28 days in case of global bids) from Nationalised/Scheduled Bank of India on receipt of Letter of Acceptance/Intent which will be refunded immediately not later than 14 days from completion of defect liability period.

Failure of the Successful Bidder to comply with the requirements as mentioned above shall constitute sufficient grounds for cancellation of the award of work and the Bidder can be disqualified from bidding for any contract with DPA for a period of three years from the date of notification.

#### **4.11. Variations:**

4.11.1. Variation permitted shall not exceed +25% in quantity of each individual item, and +10% of the total contract price. With 14 days of the date of instruction for executing varied work, extra work or substitution, and before the commencement of such work, notice shall be given either (a) by the contractor to the Employer of his intention to claim the extra payment or a varied rate or price, or (b) by the Employer to the contractor of his intention to vary rate or price.

4.11.2. For items not existing in the Bill of Quantities or substitution to items in the Bill of Quantities, rate payable should be determined by methods given below and in the order given below:

- (i) Rates and prices in Contract, if applicable plus escalation as per contract.
- (ii) Rates and prices in the schedule of rates applicable to the contract plus ruling percentage.
- (iii) Market rates of materials and labour, hire charges of plant and machinery used, plus 10% for overheads and profits of Contractors.

4.11.3. For items in the Bill of quantities but where quantities have increased beyond the variation limits, the rate payable for quantity in excess of the quantity in the Bill of Quantity plus the permissible variation should be:

- a. Rates and prices in contract, if reasonable plus escalation, failing which (i) and (ii) below will apply
- b. Rates and prices in the schedule of Rates applicable to the contract plus ruling percentage,
- c. Market rates of material and labour, hire charges of plant and machinery used plus 15% for overheads and profits of contractor.

4.11.4. If there is delay in the Employer and the contractor coming to an agreement on the rate of an extra item, rates as proposed by the employer shall be payable provisionally till such time as the rates are finally determined or till date mutually agreed.

4.11.5. If the Nodal officer or his nominee decides that the urgency of varying the work prevent a quotation being given and considers not delaying the work, no quotation shall be given and the variation shall be treated as a Compensation Event.

#### **4.12. Payment Terms:**

- 4.12.1. The payment will be made on monthly basis on production of bills as per work done in triplicate duly sealed, signed and stamped by contractor and verified and signed by Engineer-in-Charge.
- 4.12.2. While submitting the bill for the next month, the Service provider must file a certificate certifying the following:
  - 4.12.2.1. Wages of workers have been credited to their Bank account on (Date). (Copy of Bank Statement enclosed).
  - 4.12.2.2. PF Contribution relating to workers amounting to Rs. was deposited on (date) (Copy of challan enclosed).
  - 4.12.2.3. He is complying with all Statutory Labour Laws including Minimum wages Act.
  - 4.12.2.4. The Agencies which do not provide detail of the payment of all statutory dues with the bill may be given one month's notice for termination of the contract right away.
- 4.12.3. **Interest:** No claim of interest will be entertained by the Employer with respect of any money or balances which may be in its hands owing to any dispute between itself and the Contractor or with respect to any delays on the part of the Employer in making interim or final payment or otherwise.

#### **4.13. Special Conditions relating to R&M Works**

- 4.13.1. If a firm quotes NIL charges/consideration over and above the minimum wages + EPF (Employer contribution) w.r.t Schedule-B item no. 6 & 7, the financial bid shall be treated as unresponsive and will not be considered.
- 4.13.2. All bids received not complying to above clause will be rejected and will not be considered for further evaluation.
- 4.13.3. In such cases, the next lowest bidder, who fulfils the above condition will be considered as L1 for further evaluation.
- 4.13.4. The Contractor should ensure that the wages paid to the labours engaged by him are not less than the prevailing Minimum Rates of Wages per person per day in respect of Area-C as notified by the CLC(C), Ministry of Labour & Employment, New Delhi from time to time.
- 4.13.5. DPA shall make following payments & reimbursements to the contractor every month:
  - (a) Service Charges at the quoted percentage on the rates of minimum notified Reimbursement of Monthly Wages paid to labour at the rates of minimum wages notified by notified by the Chief Labour Commissioner (C), Ministry of Labour & Employment, New Delhi, vide his order dated 30/04/23 in respect of In charge of work falling under the Skilled Category and labours falling under unskilled Category on production of documentary evidence of payment as detailed hereafter. (Deleted)
  - (b) Reimbursement of Monthly Wages paid to labours at the rates of minimum wages notified from time to time by the Chief Labour Commissioner (C), Ministry of Labour & Employment, New Delhi, vide his order dated 30/04/23 in respect of supervisor of Work falling under the Skilled Category and labours falling under unskilled Category on production of documentary evidence of payment as detailed hereafter.



- (c) Reimbursement of contractor's share of statutory social security payments like EPF, ESI (if applicable) etc. on production of documentary evidence as detailed hereafter

#### **4.14. Provident Fund & ESI**

The contractor has to remit the PF contribution regularly to the concerned department for the labours engaged by him. The EPF contribution on the part of the employer in respect of this contract shall be paid by the contractor. These contributions on the part of Employer paid by the contractor shall be reimbursed by the Engineer-in-charge to the contractor on actual basis.

In case the Notice for non-compliance is received from the appropriate agencies, the amount due will be deducted from the bills and other monies available with the Port.

#### **4.15. Compensation Events**

4.15.1. The following mutually agreed Compensation Events unless they are caused by the Contractor would be applicable.

- a. The Employer does not give access to a part of the Site by the Site.
- b. The Employer modifies the schedule of other contractors in a way which affects the work of the contractor under the contract.
- c. The Nodal Officer or his nominee orders a delay or does not issue drawings, specifications or instructions required for execution of works on time.
- d. The Nodal Officer or his nominee instructs the Contractor to uncover to carry out additional tests work which is then found to have no Defects.
- e. The Nodal Officer or his nominee unreasonably does not approve for a subcontract to be let.
- f. Ground conditions are substantially more adverse than could reasonably have been assumed before issuance of letter of Acceptance from the information issued to Bidders (including the Site Investigation Reports), from information available publicly and form a visual inspection of the site.
- g. The Nodal Officer or his nominee gives an instruction for dealing with an unforeseen condition, caused by the Employer, or additional work required for safety or other reasons.
- h. Other contractors, public authorities, utilities or the Employer does not work within the dates and other constraints stated in the Contract that cause delay or extra cost to the Contractor.
- i. The advance payment is delayed, if applicable.
- j. The effect on the Contractor of any of the Employer's Risks.
- k. The Nodal Officer or his nominee unreasonably delays issuing a Certificate of Completion.
- l. Other Compensation Events listed in the Contract Date or mentioned in the contract.

- m. Whenever any compensation event occurs, the contractor will notify the employer, within 14 days and provide a forecast cost of the compensation event.
- 4.15.2. If a Compensation Event would cause additional cost or would prevent the work being completed before the intended Completion Date, the Contract Price shall be increased and/or the intended Completion Date shall be extended. The Nodal Officer or his nominee shall decide whether and by how much the Contract Price shall be increased and whether and by how much the Intended Completion Date shall be extended.
- 4.15.3. As soon as information demonstrating the effect of each Compensation Event upon the Contractor's forecast has been provided by Contractor, it is to be assessed by the Nodal Officer or his nominee and the Contract Price shall be adjusted accordingly. If the Contractor's forecast is deemed unreasonable the Nodal officer or his nominee shall adjust the Contract Price based on Nodal Officer or his nominee's own forecast. The Nodal Officer or his nominee will assume that the Contractor will react competently and promptly to the event.

#### **4.16. Taxes:**

- 4.16.1. **Tax:** The prices shall be quoted inclusive of all Taxes [excluding GST], duties, salary and wages of staff, repair and maintenance cost, fuel cost, insurance and other incidentals etc. and should remain firm till completion of work. The employer will perform such duties in regard to the deduction of such taxes at sources as per applicable law.
- 4.16.2. **GST:** Applicable GST on the taxable value of supply of Goods or Service or both covered in this tender/contract will be paid by Port as reimbursement on production of documentary evidences/reflection of the same under the GSTIN of DPA in the GST web portal. Applicable statutory recoveries including TDS under Income Tax, TDS under GST will be deducted/recovered while accounting for or making payment to the vendor as per the applicable laws.
- 4.16.3. **Deduction of Income-Tax:** Income-Tax deductions and surcharge as applicable thereon shall be made good while making payments due to the contractor for carrying out the work and only net amount shall be paid as directed by the Central Board of Direct Taxes, Ministry of Finance, Government of India.

#### **4.17. Deduction:**

- 4.17.1. Deduction of taxes/income tax at source shall be made from the any bill of the Contractor in accordance with the prevailing rules of Govt.

4.17.2. Any dues arising out of failure on the part of the Contractor to carry out any obligation under the contract shall be deducted from the bills of the Contractor or from any money due to the Contractor from this contract or any other contract.

**4.18. Damage to Port Properties:** Contractor shall be responsible for making good to the satisfaction of the Officer-In-Charge for any loss or any damage to all structures and properties by the contractor or by his workers, within OOT Department limit. If such loss or damage is due to fault and/or the negligence or wilful acts or omission of the contractor, his employee agents, representatives or sub-contractors, he shall make good the loss as assessed by the Engineer-In-Charge. In case the Contractor fails to repair/replace the damage, Deendayal Port Authority shall have the right to take steps to make good the damages and all the cost on this account shall be recovered from the bills of the Contractor or any money due to the Contractor from this contract or any other contract or any other transaction. In determination of the damage, the opinion of the Nodal officer shall be conclusive.

**4.19. Liquidated Damages/Penalty, if any:** In case of delay of contract, liquidated damage [LD] may be levied at the rate of ½% of the contract value per week of delay or part thereof, subject to a maximum of 10% of the contract price.

4.19.1. The **employer** if satisfied that the works can be completed by the contractor within a reasonable time after the specified time for completion, may allow further extension of time at its discretion without the levy of L.D. In the event of extension of time at its discretion with L.D. the power will be entitling without prejudice to any other right or remedy available in that behalf per cent [½%] of the contract value of the work for each week or part of the week subject to the ceiling defined in sub-clause.

4.19.2. The **employer**, if not satisfied that the works can be completed by the contractor and in the event of failure on the part of contractor to complete work with in further extension of time allowed as aforesaid, shall be entitled, without prejudice to ant other right or remedy available in that behalf to rescind the contract.

4.19.3. The **employer**, if not satisfied with the progress of the contract and in the event of failure of the contractor to recoup the delays in the mutually agreed time frame shall be entitled to terminate the contract.

4.19.4. In the event of such termination of the contract as described in clauses (ii) or (iii) or both the owner shall be entitled to recover L.D. up to ten percent [10%] of the contract value and forfeit the security deposit made by the contractor besides getting the work completed by other means at the risk and cost of the contractor.

4.19.5. The ceiling of L.D. shall be 10% of the cost of work.

4.19.6. In case part/portion of the work can be commissioned and part operates the portion for commercial purpose the rate of L.D. will be restricted to the

uncompleted value of work, the maximum L.D. being on the entire contract value.

4.19.7. Note: contract price for L.D. shall be inclusive of tender price plus taxes and duties.

**4.20. Escalation, if any:** No Escalation of rate during the period of contract will be entertained.

**4.21. Cost of Bidding:** The Bidder shall bear all costs associated with the preparation and submission of the Bid and Deendayal Port Authority will, in no case, be responsible or liable for those costs regardless of the conduct or outcome of the bidding process.

## **5. Section – 5: General Conditions of Contract**

**5.1. Definitions:** In the Contract (as hereinafter defined) the definition of the following words and expressions shall have the meanings hereby assigned to them except where the context otherwise requires:

5.1.1. **“Employer”** means Board of Authorityees of Deendayal Port, a body corporate under the Major Port Authority Act.1963, by notification issued by the Government of India, acting through its Chairman, Dy. Chairman or Engineer-in-Charge or any other officers so nominated by the Board.

5.1.2. **“Contractor”** means the person or persons, firm, corporation or company whose tender has been accepted by the employer and includes the Contractor’s servants, agents and workers, personal representatives, successors and permitted assigns.

5.1.3. **“Contract”** means and includes Tender Documents, Instructions to Bidders, General Conditions of Contract, Drawings, Specifications, and Schedules etc., any amendments thereto, Bid, Letter of Intent, Contract Agreement and the work order.

5.1.4. **“Contract Price”** means the total sum of money to be paid by the employer to the contractor on timely completion of the contract work as per Contract including payment for extra work, i.e. as per defined and applicable items of the terms of payment, including any taxes and **GST** to be paid to state or central Government.

- 5.1.5. **“Specifications”** means the specification referred to in the tender documents and any modifications thereof or additions thereto or amendments thereto as may be from time to time be furnished or approved in writing by the employer.
- 5.1.6. **“Engineer-in-Charge”** shall mean the concerned officer of DPA looking after execution of subject work.
- 5.1.7. **“Work” or “Works”** shall mean the work to be carried out by the contractor under the contract.
- 5.1.8. The **“Site”** shall mean the whole area and the routes and surrounding areas where the vehicles will ply.
- 5.1.9. **“Approved” or “Approval”** shall mean approval in writing.
- 5.1.10. **“Nodal officer”** shall mean any officer authorized by the Chief Operations Manager for purpose of this contract.
- 5.1.11. **“Day”** means calendar day.
- 5.1.12. **“Months”** are calendar months.
- 5.1.13. **“Trip”** means shift.
- 5.1.14. **“Shift”** means 8 hours duty hours decided by DPA from time to time.
- 5.2. Use of Contract Document:** The Contractor shall not, without prior consent, make use of any document except for the purpose of performing this contract.
- 5.3. Resolution of Dispute:** The Board and the Contractor 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.
- 5.4. Jurisdiction of Court:** All such disputes, which could not be settled at the intervention of Chairman, DPA, shall be subjected to the jurisdiction of the courts at Khambhalia.
- 5.5. Force Majeure:**
- 5.5.1. In the event that the Contractor is delayed in performing its obligations in the contract, and such delay is caused by force majeure including war, civil resurrection, strikes (other than the strike solely by the Contractor’s men), fire, flood, epidemics, earthquakes, extremely adverse climatic conditions, such delay may be excused and the period of such delay may be added to

the time of performance of the obligations without any addition to the contract price.

- 5.5.2. If a force majeure situation arises, the Contractor shall promptly notify the Board in writing of such condition and the cause thereof, **but not later than 7 days from it's occurrence**. Unless otherwise directed by the Board in writing, the Contractor shall continue to perform its obligations under the contract as far as reasonably practicable. The Contractor shall demonstrate to the Board's satisfaction that it has used its best endeavour to avoid or overcome such causes of delay and the parties will mutually agree upon remedies to mitigate or overcome such causes of delay without having any right to any claim on account of such force majeure.
- 5.5.3. In any other situation, which is beyond the reasonable control of the Contractor in the opinion of the Engineer-In-charge, and where the Contractor has promptly notified the Board in writing about such situation, it may be considered as "Force Majeure" situation.

**5.6. Compliance with Statues, regulations:** The Contractor shall comply in all respects, with all statutes and regulations as may be necessary, including clearance from State/ Central Govt. authorities, Pollution Control Boards, labour enforcement and local authorities. The Contractor shall, at all times during the continuance of the contract, so far as it may be necessary, comply with all the existing enactments including Central and State legislation as well as any by-laws of any local authorities regarding labour, particularly the Minimum wages Act, Factories Act, Workmen's Compensation Act, Employees' Provident Fund and Family Pension Fund Act, Employees' State Insurance Act, Contract Labour (Regulation and Abolition) Act, Payment of Wages Act, Maternity Benefit Act, National and Festival Holidays Act, Shop and Establishment Act, The Apprentice Act and keep DPA indemnified against any loss or claim arising out of contravention of the provisions of the above said enactments by the Contractor. The price quoted by the Contractor in the Bill of Quantity shall be deemed to include all expenses whatsoever the Contractor may be required to incur for the compliance with the provisions of the above said legislation. The Contractor shall make necessary arrangements for DPA to witness the payment made by the Contractor to his staff and labour.

**5.7. Registers to be maintained by the Contractor:**

- 5.7.1. The contractor has to maintain a register furnishing the name, address and latest photographs, telephone number of the contract personnel engaged by him and posted at the work. This register completed in all respects has to be handed over to the Engineer-in-Charge within 15 days from the date of award of contract.
- 5.7.2. The contractor has to duly maintain register furnishing the details of duty roster i.e. the shift in which they will attend duty. This register should be checked every morning by the authorized official of the service provider for

verification/signature and shall also be made available for inspection to the Engineer-in-charge whenever called for. Any changes in the staff should be intimated to DPA with valid reasons.

- 5.7.3. The contractor before engaging any person has to get his antecedents checked by the police and the police report to be produced to DPA.
- 5.7.4. The contractor has to issue identity cards to all his staff engaged by him and shall ensure that the staff shall wear the same while on duty.
- 5.7.5. The contractor shall keep and maintain attendance register, PF and ESI contribution register, the copy of Bank Account details of the personnel deployed by the contractor and the same shall be made available for inspection of the employer from time to time as and when demanded by the Employer.
- 5.7.6. **Site Order Book:** Site order book is to be maintained by the contractor at the site of work. Orders and instructions written in the order book shall be deemed to have been legally issued to the contractor & the contractor shall sign each entry promptly in the order book as a taken of having seen the same. The order book shall be the property of the board & shall be handed over to the Engineer-in-charge of the work in good condition on the completion of the work of whenever required by the Engineer-in-charge.
- 5.7.7. **Hindrance Register:** Hindrance Register should be maintained at site which shall be signed by both the parties i.e. representative of DPA and the Contractor", based on actual facts/evidences.

## **5.8. Submission of Labour Reports by Every Fortnight:**

- 5.8.1. By 4<sup>th</sup> and 19<sup>th</sup> of every month the contractor shall submit a true statement showing the details given below in respect of the second half of the preceding month and the first half of the current month respectively.
  - 5.8.1.1. The number of labours employed by him on the work.
  - 5.8.1.2. Their working hours.
  - 5.8.1.3. The wages paid to them.
  - 5.8.1.4. The accidents that occurred during the said fortnight showing the circumstances under which they happened and the extent of damage and injury caused by them, and the number of female workers who have been allowed Maternity Benefit, according to clause 19 F and the amount paid to them, failing which, the Contractor shall be liable to pay to Government a sum not exceeding Rs.200/- for each default or materially incorrect statement. The decision of the Nodal Officer shall be final in deducting from any bill due to the contractor the amount levied as fine and be binding on the contractor.
- 5.8.2. **No Labour Below 18 Years:** No labour below the age of 18 (eighteen) years shall be employed on the work.

## **5.9. Time Extensions:**

5.9.1. The Contractor may claim extension of the time limits for commencement of work in case of;

5.9.1.1. Changes ordered by Deendayal Port Authority.

5.9.1.2. Force Majeure.

5.9.2. The application for extension of time period should reach before 15 days from the date of expiry of time period of commencing of work.

**5.10. Time is the essence of the contract:** Time is the essence of the contract and the Contractor shall ensure that all the obligations under the contract are completed within the agreed time schedule. The Contractor shall be solely responsible for all the delays including the delays caused by it's vendors. In case of delay in progress of the works, Deendayal Port Authority reserves the right to withhold the payment, cancel the contract unilaterally or complete the work departmentally.

**5.11. Police Verification of Staff:**

5.11.1. The Contractor who has been awarded the work shall furnish necessary Police Clearance Certificate in respect of character and antecedents of all staffs engaged by them, before commencing the work.

5.11.2. This will be a part of Contractual Agreement, as entire Cargo Jetty, Oil Jetty area has been declared as "**Prohibited Area**". Contractor who would be awarded contract is required to comply with the above requirements.

5.11.3. Contractor shall obtain such Police Clearance Certificate from Police available against a nominal fee per Certificate and they will submit this Certificate giving Work Order reference on it, to the Office of the Nodal Officer of respective Divisions, to be forwarded to Commandant, CISF which is our Security Department along with request for issuance of Entry Passes.

5.11.4. The Contractor shall, if required by the Nodal Officer, deliver to the Nodal Officer a return in detail, in such form and at such intervals as the Nodal Officer may prescribe, showing the staff and numbers of the several classes of labour from time to time employed by the Contractor on the Site and such other information as the Nodal Officer may require.

**5.12. Action where no specifications are specified:** The work shall be carried out in all respects in accordance with the instructions and requirements of the Nodal Officer.

**5.13. Engagement of Labour:** The contractor shall, unless otherwise provided in the Contract, make his own arrangements for the engagement of all staff and labour, local or other, and for their payment, housing, feeding and transport.

**5.14. Labour Rules and Other relevant Rules:**

5.14.1. The contractor shall unless otherwise provided in the contractor, make his own arrangement for engagement of all staff and labour, local or other, and for their payment, housing, feeding and transport. The contractor shall, if



required by the Nodal officer or his nominee, deliver to the Nodal officer or his nominee a return in details, in such form and at such intervals as the Nodal officer or his nominee may prescribe showing the staff and number of the several classes of labour from time to time employed by the contractor on the site and such other information as the Nodal officer or his nominee may require.

- 5.14.2. **Compliance with labour regulation:** During continuance of contract, the contractor and his sub contractor shall abide at all time by existing labour enactment and rules made there under, regulation notifications and by laws of the state or Central Government or local authority and any others labour law (including rules) regulations by laws they may be passed or notification that may be issued under any labour law in future either by the state or Central Government or the local authority. Salient features of some of the majored labour laws that are applicable to construction industry are given below.
- 5.14.3. The contractor shall keep the employer indemnified in case any action is taken against the employer by competent authority on account of contravention of the provision of any Act or rules made there under, regulations or notification including amendments.
- 5.14.4. If the employer is caused to pay or reimburse such amount as may be necessary to cause or observe or for non-observance of the provision stipulated in the notification/by laws/acts/rules/regulation including amendments, if any on the part of contractor the Nodal officer or his nominee/Employer shall have the right to deduct any money due to the contractor including his amount of preference security. The Employer/Nodal officer or his nominee shall also have right to recovery from the contractor any sum required or estimated to be required for making good the loss or damage suffered by the Employer. The employees of the contractor and the Sub-contractor in no case shall be treated as the employees of the Employer at any point of time.
- 5.14.5. **Salient features of some Major Laws applicable to establishment engaged in Building and other Construction Work**
- (a) **Workmen compensation Act 1923:** the act provides or compensation in case of injury by accident arising out of and during the course of employment.
  - (b) **Payment of Gratuity Act 1972:** Gratuity is payable to an employee under the act on satisfaction of certain conditions on separation if an employee has completed 5 years service or more on death at the rate of 15 days wages for every completed year of service. Act is applicable to all establishment employing 10 or more employees.
  - (c) **Employee P.F. and miscellaneous provision Act 1952:** The Act provision for monthly contribution by the employer plus worker @ 12%/ 8.33% the benefits payable under the Act are (i) Pension retirement or death as the case may be.(ii) Deposit Linked Insurance on the death in harness of the worker.(iii) Payment of P.F. accumulation on retirement/death etc.
  - (d) **Maternity Benefit Act 1951:** The act provides for leave and some others benefits to workmen employees in case of confinement or miscarriage etc.

- (e) **Contract Labour (Regulation & Abolitions Act 1970):** the Act provides for certain welfare measure to be provided by the contractor labour and in case the contractor fails to provide the same are required to be provide by Principal Employer by law. The Principal Employer is required to take Certificate of Registration and the contractor is required to take license from the designated Officer. The Act is applicable to the establishment or Contractor of Principal Employer if they employ 20 or more contract labour.
- (f) **Minimum Wages Act 1948:** The Employer is supposed to pay not less than the minimum Wage fixed by appropriate Government as per provisions of the Act of employment is a scheduled employment construction of Building Roads, Runways are schedule employment.
- (g) **Payment of Wages Act 1936:** It lay down as to by what date the wages are to be paid when it will be paid and what deductions can made from the wages of the worker.
- (h) **Equal Remuneration Act 1979:** The Act provides for payment of equal wages for work of equal nature to male and female worker and for not making discrimination against Female Employees in the matter of transfer, training and promotion etc.
- (i) **Payment of Bonus Act 1965:** The Acts applicable to all establishments employing 20 or more employees'. The act provides for payments of annual bonus subject to a minimum of 8.33% of wages and maximum of 20% of wages to employees drawing Rs.3500/- per month or less. The bonus to be paid to employees getting Rs.2500/- per month or above up to 3500/- per month shall be worked out by taking wages as Rs.2500/- per month only act does not apply to certain establishments. The newly set-up establishment are excepted for five years in certain establishment some of the state Government have reduced the employment size from 20 to 16 for the purpose of applicable of this Act.
- (j) **Industrial Disputes Act 1942:** The act lay down the machinery and procedure for resolution of industrial disputes in what situation a strike or lockout became illegal and what are the requirements for laying off or retrenching the employees or cleaning down the establishment.
- (k) **Industrial employment's (Standing Orders) Act 1946:** It is applicable to all establishments employing 100 or more workmen (employment size reduced by some of the states and Central Government to 50) The provides for laying down rules governing the condition of employment by the Employer on matters provided in the Act and get same certificate by the designated Authority.
- (l) **Trade Union Act 1926:** The lays down the procedure for registration of trade union of workmen from civil and criminal liabilities.
- (m) **Child labour (prohibition & regulation) Act 1986:** The Act prohibits employment of children below 14 years of age in certain occupation and processes and provides for regulation of employment of child in all others occupation and processes. Employment of child is prohibited in Building and construction Industries.
- (n) **Inter-state Migrant workmen's (Regulation of Employment & condition of service) Act 1979:** The act is applicable to an establishment which employs 5 or more inter-state migrant workmen

through an intermediary (who has recruited workmen in one state for employment in the establishment shifted in another state).The Inter State migrant workmen, in establishment to which this Act become applicable, are required to be provided certain facilities such as home, medical aid , travelling expense from home upon the establishment and back etc.

- (o) **The Building and others construction worker (Regulation of employment and condition of service Act 1996):** All the establishment who carry on any building or other construction work and employs 10 or more ate covered under this Act. All such establishment are required to pay cases at the rate not exceeding 2% of the cost of construction as may be modified by the Government. The employer of the establishment is required to provide safety measures as the Building or construction work and other welfare measure, such as canteens. First Aid Facilities, Ambulance; Housing accommodation for workers near the place etc. the employer to whom the Act applies has to obtain a registration certificate from the Registering Officer appointed by the Government.
- (p) **Factories Act 1948:** the act lays down the procedure for approval at plan before setting up a factory, health and safety provisions, welfare provision, working, hour's occurrence to designated authorities. It is applicable to premises employing 10 persons in manufacturing process.

**5.15. Sub Contracts:** The Contractor shall not be allowed to engage any sub-contract for all or any part of this contract.

**5.16. Undertaking by the Contractor:**

5.16.1. Having understood all the terms and conditions of the tender document and having assessed the site conditions, we hereby confirm that the price offered by us is a firm price and includes all the taxes (excluding GST), duties, fees, Cess etc. and all incidental charges.

5.16.2. The contractor shall have to obtain necessary license from the Assistant Labour Commissioner (Central), Rajkot in case he has to engage 10 or more workers on any day during the execution of work.

**5.17. Conduct:**The Contractor, at all times during the tenure of contract, shall take all measures to prevent any unlawful, riotous or disorderly conduct by or amongst his staff at the site and for the preservation of peace and protection of persons and property at the work site as well as in the enactment of the works.

**5.18. Accident:**The Contractor shall, within 24 hours of the occurrence of any accident, at or about the work site or in connection with execution of the contract, report such accidents to the Executive Engineer (Civil) giving all the details in writing. He shall also provide additional information about the accident as requested by the Nodal Officer.

**5.19. Watch and Ward:** During the execution of the contract, it shall be the responsibility of the Contractor to arrange watch and ward of the vehicles and the belongings of the contractor at his own cost till completion of the work.

**5.20. Termination of Contract:**

5.20.1. The employer or the Contractor may terminate the contract if the other party causes a fundamental breach of the contract.

5.20.2. Fundamental breaches of contract include, but shall not be limited to the following:

- a. the contractor stops work for 28 days when no stoppage of work is shown on the current program and the stoppage has not been authorized by the Nodal Officer or his nominee.
- b. The Nodal Officer or his nominee instructs the contractor to delay the progress of the work and the instruction is not withdrawn within 28 days.
- c. The employer or the contractor becomes bankrupt or goes into liquidation other than for a reconstruction restructure or amalgamation.
- d. A payment certified by the Nodal Officer or his nominee is not paid by the employer to the contractor within 50 days of the date of the Nodal Officer or his nominee's certificate.
- e. The Nodal Officer or his nominee gives Notice the failure to correct a particular defect is a fundamental breach of contract and the contractor fails to correct it within a reasonable period of time determined by the Nodal Officer or his nominee.
- f. The contractor does not maintain a security which is required.
- g. The contractor has delayed the completion of works by the number days for which the maximum amount of liquidated damages can be paid as defined in the contract data and
- h. If the contractor, in the judgment of the employer has engaged in corrupt or fraudulent practices in competing for or in the executing the contract.

For the purpose of this paragraph: "corrupt practice" means the offering, giving receiving or soliciting of anything of value to influence the action or public officials in the procurement process or in contract execution. "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. 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".

5.20.3. When either party to the contract gives notice of a breach of contract to the Nodal Officer or his nominee for a cause other than those listed under sub clause 5.20.2 above the Nodal Officer or his nominee shall decide whether the breach is fundamental or not.

5.20.4. Notwithstanding the above, the employer may terminate the contract for convenience subject to payment of compensation to the contractor including loss of profit on uncompleted works. Loss of profit shall be calculated on the same basis as adopted for calculation of extra/additional items.

5.20.5. If the contract is terminated the Contractor shall stop work immediately, make the site safe and secure and leave the site as soon as reasonably possible.

## **5.21. Payment upon Termination**

5.21.1. If the contract is terminated because of a fundamental breach of contract by the contractor, the Nodal Officer or his nominee shall issue a certificate for the value of the work done less advance payments received upto the date of the issue of the certificate, less other recoveries due in terms of the contract, less taxes due to be deducted at source as per applicable law and less the percentage to apply to the work not completed as indicated in the contract data.

Additional Liquidated damages shall not apply. If the total amount due to the Employer exceeds any payment due to the contractor, the difference shall be a debt payable to the Employer.

5.21.2. If the contract is terminated at the employer's convenience or because of a fundamental breach of contract by the employer, the Nodal Officer or his nominee shall issue a certificate for the value of the work done, the reasonable cost of removal of Equipment repatriation of the Contractor's personnel employed solely on the works, and the contractor's costs of protecting and securing the works and loss of profit on uncompleted works less advance payments received up to the date of the certificate, less other recoveries due in terms of the contract and less taxes due to be deducted at source as per applicable law.

## **5.22. Arbitration Clause:**

5.22.1. 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.

5.22.2. 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.

- 5.22.3. 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.
- 5.22.4. 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.
- 5.22.5. 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.
- 5.22.6. 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.
- 5.22.7. 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 Nodal Officer 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.
- 5.22.8. 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.
- 5.22.9. The award of the arbitrator shall be final, conclusive and binding on all the parties to Contractor.
- 5.22.10. The arbitrators from time to time, with the consent of both the parties, enlarge the time for making & publishing the award.
- 5.22.11. Arbitration shall be conducted in accordance with the provisions of Indian Arbitration Act, 1996 or any statutory modifications or e-enactment thereof and rules made there under and for the time being in force shall apply to the arbitration proceeding under this clause.
  - 5.22.11.1. 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.
  - 5.22.11.2. 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 there statement of claims and counter statement of claims.

- 5.22.11.3. Venue of the arbitration shall be such place as may be fixed by the arbitrator at his sole discretion.

**5.23. Indemnification:** The Contractor shall indemnify, protect and defend at its own cost, Deendayal Port Authority and its agents & employees from & against any/all actions, claims, losses or damages arising out of:

- 5.23.1. any violation by the Contractor in course of its execution of the contract of any legal provisions or any right of third parties;
- 5.23.2. Contractor's failure to exercise the skill and care required for satisfactory execution of the contract.

**5.24. Nodal Officer or his nominee's decision:** Except where otherwise specifically stated, the Nodal Officer or his nominee will decide contractual matters between the employer and the Contractor in the role representing the employer.

**5.25. Delegation:** The Engineer-in-Charge or his nominee may delegate any of the duties and responsibilities to other people after notifying the Contractor and may cancel any delegation after notifying the Contractor.

**5.26. Communications:** Communications between parties which are referred to in the conditions are effective only when in writing. A notice shall be effective only when it is delivered (in terms of Indian Contract Act 1872).

**5.27. Personnel:**

5.27.1. The Contractor shall employ the key personnel named in the Schedule of Key Personnel as referred to in the Contract Data to carry out the functions stated in the Schedule or other personnel approved by the Nodal Officer. The Nodal Officer will approve any proposed replacement of Key personnel only if their qualifications, abilities, and relevant experience are substantially equal or better than those of the personnel listed in the Schedule.

5.27.2. If the Nodal Officer asks the Contractor to remove a person who is a member of the Contractor's staff of his work force stating the reasons, the Contractor shall ensure that the person leaves the Site within seven days and has no further connections with the work in the Contract.

**5.28. Safety:** The Contractor shall be responsible for the safety of the vehicle, his staff as well as passengers.

**5.29. Memorandum of Settlement:** The Contractor shall not sign any memorandum of settlement with any agency such as Trade Unions etc. in any form at any level without the prior written permission of the employer in relation to any work under taken by him in the Port premises.

**5.30. Deviations:** The bidder must read the tender document carefully and prepare the bid for submission. It is important to note that deviations, if any, must be brought out

clearly in the technical offer, which shall be examined by Deendayal Port Authority. If the deviation statement submitted by the bidder does not contain any item, then it shall be construed that the bidder has accepted the same and no request from the Contractor, for any change, shall be accepted by DPA at a later stage. In any case, no change in specifications given in the tender agreement shall be permitted. However, only in unavoidable circumstances, Deendayal Port Authority may consider such requests from the Contractor, provided the Contractor submits its request with adequate justification.

- 5.31. Insurance:** The contractor shall at his own costs and expenses obtain and shall cause any subcontractor to obtain such insurance as may be necessary to cover the liability of the contractor or as the case may be of such subcontractor in respect of personal injuries and death arising out of or in the course of or caused during the execution of the works and shall produce or cause any such subcontractor to produce for inspection the relevant policy or policies together with receipt for the premium paid under such policy/policies as and when required by the Employer.



<b>6. Section – 6: Price Bid</b>
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Price Bid / Bill of Quantities

Separate Sheet attached

## 7. Section – 7: Drawing

### HIGH LIGHTENED AEREA TO BE CLEANED



For road marking paint :- road length – 3138.90m. width – 0.12m  
 19nos speed breaker – 7m/3.60m –length & width 1.5m/1.00m

## 8. Section – 8: Special Conditions for this particular work

### 8.1. Scope of Work

To carry out ““ Running and Maintenance of Storm water drain ,U/G drainage system, and road area in Port colony Vadinar for a period three years

and extendable for another 1 year on mutual agreement as per tender condition at same rate”.

- 8.1.1. Cleaning of all the colony streets and avenues, zone area, shaft, passage at colony premises (area indicated in the layout drawing) by sweeping and cleaning all loose materials, loose grass, loose leaves, carcass of dog/cat etc. including spraying of methyl parathion in the colony area etc complete as per the instruction of Engineer- in-charge (Methyle parathion supplied by department. Minimum 10 unskilled labours to be supplied per day-10nosx26daysx 36 month – 5days of national holiday x 10 x 3years).
- 8.1.2. one munshi/mukadam/maistry to supervise the work, to prepare daily progress report of cleaning work carried out by sweepers and taking responsibility for the colony cleaning work etc. as directed by engineer in charge. (1 nosx26 days x 36months 5days of national holiday x 1 x 3years)
- 8.1.3. for storm water drainage cleaning ,Hiring of tractor including trolley with driver loading capacity upto 5 MT including wages for driver and cost of fuel for 8 hours a day for collection of storm water drainage, including all dust grass, stone, bricks, vegetation, collected waste, garbage from dustbin and garbage from Port colony area and transport and dump at designated location in the colony as directed by Engineer in charge. Tractor capacity has been measured and date wise trip register shall be maintained with sign of mukadam & DPA representative for billing cycle (2days in week for 36 months)
- 8.1.4. Cleaning of manhole/inspection chamber including drainage pipe with all tools & plants materials and flushing of pipe manhole to manhole after cleaning and disposal of garbage materials from site with lead upto 1 K.M lead including all tools, plants, labour etc. complete as per direction of Engineer in charge. (282 inspection chamber + 87 Manholes = 01 operation in a year)

This type of work shall be carry out as per SOP of ministry of housing and urban affairs of government of india

- 8.1.5. Cleaning of underground sump, overhead RCC tank (independent staging) including disposal of silt and rubbish, all as per direction of Engineer-in-Charge. The cleaning shall consist following operations:- (i) tank shall be emptied of water by pumping and bottom shall be cleaned of silt and other deposits. (ii) Entire surface area of the tank shall then scrubbed thoroughly with eire brush etc. and pressure washed with water. (ii) Chlorination of RCC internal surface by liquid chlorine. (iv)The treated surface shall be dried using air jetting and all loose particles shall be removed from the surface. (v) Finally the surface shall be treated with ultraviolet radiation etc. as per direction of Engineer-in-Charge. RCC Tanks 8000 ltr-17nos. Water tanks to be cleaned once in a year for 3 years.

- 8.1.6. Cleaning of terrace/loft water storage tank (inside surface area) upto 2000 litre capacity at all heights with coconut brush, duster/scrubber etc., removal of silt, rubbish from the tank and cleaning the tanks with fresh water disinfecting with bleaching powder at 0.5gm per litre capacity of tank, including disposing of malba, all complete as per direction of Engineer-in-Charge. if during cleaning any GI fitting or ball cock is damaged that is to be repaired by contractor at his own cost and nothing extra will be paid on this account. Small RCC tanks 2000 ltr-8nos / Sintex tank 2000 ltr - 134 nos / Sintex tank 1500 ltr - 10 / Sintex tank 1000 ltr - 13 nos. Water tanks to be cleaned once in a year for 3 years.
- 8.1.7. Clearing jungle including uprooting of rank vegetation, grass, brush wood, trees and saplings of girth up to 30 cm measured at a height of 1 m above ground level and removal of rubbish up to a distance of 50 m outside the periphery of the area cleared as per the direction of Engineer-in-charge.  
  
Cleaning of septic tank after cleaning. Removal of Garbage from stacking point in D.P.T Colony and dump in the authorised dumping yard of local Municipal Corporation including necessary fee for dumping up to 50 km lead by dumper / truck (9-12 ton capacity) including loading, unloading & transport etc. complete, once in 1 year or as directed by Engineer in charge. The garbage shall be dumped at authorised dumping yard of local municipal corporation. Or garbage or sludge shall be dumped at STP in sludge tank area. This type of work shall be carry out as per SOP of ministry of housing and urban affairs of government of india
- 8.1.8. For road marking painting work, cleaning surface by brush and applying coat colour shall be road marking paint of Asian, narolec, berger etc or as approved by engineer in charge .
- 8.1.9. The contractor or his representative / supervisor should be available at the site premises all the working time to receive instructions from the department staff.
- 8.1.10. A labour register should be kept at work site/water supply building and this register should signed by the contractor for the numbers of labours deployed for item of work done.
- 8.1.11. The contractor has to provide all T&P such as broom sticks, spades, pickaxe, sickles, bucket, baskets wheel barrow, ladder etc., only the cleaning chemicals will be supplied by the Port free of cost.
- 8.1.12. The contractor should put all the leaves after sweeping roads and berms, to the designated pits in each area as directed by the Engineer in charge.
- 8.1.13. All the precaution regarding the safety of workers shall have to be taken by the contractor at his own risk & cost and the instruction of Engineer in charge in this respect shall have to be followed strictly.
- 8.1.14. If case of a death or mishap occurred during discharging the duty, the compensation liability will solely rest with the Contractor.
- 8.1.15. All the work shall be done strictly in accordance with the specification given in Schedule of rates, terms and conditions & orders given form time to time by Engineer- in-charge.

- 8.1.16. The contractor shall be required to execute the work in such a way as not to cause any damages hindrance with Port activity going on in the area or nearby.
- 8.1.17. Site order book is to be maintained by the contractor at the site of work. Orders and instructions written in the order book shall be deemed to have been legally issued to the contractor & the contractor shall sign each entry promptly in the order book as a token of having seen the same. The order book shall be the property of the board & shall be handed over to the Engineer-in-charge of the work in good condition on the completion of the work of whenever required by the Engineer-in-charge.
- 8.1.18. The Engineer-in-charge may delete any number of items included in his tender (contract) without assigning any reasons and without any financial liability.
- 8.1.19. The contractor shall provide the copies of relevant records during the period of contractor otherwise even after the contract is over whenever required by the Engineer-in-Charge.
- 8.1.20. All safety norms, tools, tackles, safety measure equipment while carrying out any hazardous work as per government rules and may be carried out in the presence of under contractor employed supervision only . the contractor will be held responsible only. There is no need to enter only by standing outside it can not go inside and claim also.
- 8.1.21. This type of work shall be carry out as per SOP of ministry of housing and urban affairs of government of india**

## **8.2. Other Penalty**

- 8.2.1. The scheduled timing of arrival and departure as instructed by the Engineer-in-Charge is to be strictly complied with. In case of delay in arrival/departure of the workers of the workers for more than 15 minutes but less than 30 minutes and more than three times a month, a penalty of 40% of the rate quoted per day for such occasion will be imposed and deducted from the contractors running bill.
- 8.2.2. If the contractor fails to engage the required nos. of workers as stipulated in the tender at any day, penalty will be imposed 1.5 the rate quoted by the contractor in tender and same will be deducted from the RA Bill. No claim for the same shall be entertained.

