



Name of the work:- Supply and transportation of water at Kandla, Tuna and Gandhidham for a period of TWO YEARS.

DEENDAYAL PORT AUTHORITY

TENDER DOCUMENTS FOR

“Supply and transportation of water at Kandla, Tuna and Gandhidham for a period of TWO YEARS.

SUPERINTENDING ENGINEER (PL)

Pipeline Division

Administrative Office Building

Gandhidham-370201

Kutch District

Gujarat State

India

Telephone: (O) 02836-220009



Name of the work:- Supply and transportation of water at Kandla, Tuna and Gandhidham for a period of TWO YEARS.

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Name of the work:- Supply and transportation of water at Kandla, Tuna and Gandhidham for a period of TWO YEARS.

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COMPETITIVE BIDDING

NIT NO: **02-PL/2024**

NAME OF WORK

“Supply and transportation of water at Kandla, Tuna and Gandhidham for a period of TWO YEARS.”

PERIOD OF DOWNLOADING OF BID DOCUMENTS

FROM : 29/01/2024

TO : 01/03/2024

LAST DATE AND TIME FOR RECEIPT OF BIDS

DATE: 01/03/2024 upto 16:00 hours.

TIME AND DATE OF OPENING OF BIDS

01/03/2024 at 16:05 hours. (Technical bid only)

PLACE OF OPENING OF BIDS

CHAMBER OF SUPERINTENDING ENGINEER (PL),
PIPELINE DIVISION,
ANNEXE, A.O. BUILDING,
GANDHIDHAM – KUTCH (GUJARAT STATE),
PIN 370201.
Telephone: (O) 02836 220009

OFFICER INVITING BIDS

SUPERINTENDING ENGINEER (PL), DEENDAYAL PORT AUTHORITY



Name of the work:- Supply and transportation of water at Kandla, Tuna and Gandhidham for a period of TWO YEARS.

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NOTICE INVITING TENDER

Tender No.

ONLINE TENDERING (E- Tendering)

NAME OF WORK: **“Supply and transportation of water at Kandla, Tuna and Gandhidham for a period of TWO YEARS.”** E/Online Tenders are invited by SUPERINTENDING ENGINEER (PL) for the above work as per the details given in the table below.

Work Description	Tender Fee (In Rs.)	Estimated cost (In Rs.)	EMD (In Rs.)	Date of Pre-Bid Meeting	Last Date and time of online Submission of bid documents	Date and time of online opening
Supply and transportation of water at Kandla, Tuna and Gandhidham for a period of TWO YEARS	1,770/- (Inc. GST) (Payment through Digital mode (Account no. 100801000 22427 IFSC code BARBOGANKUT, Bank of Baroda, Gandhidham branch))	2,45,56,420/-	2,45,564/- (Payment through Digital mode (Account no. 100801000 22427 IFSC code BARBOGANKUT, Bank of Baroda, Gandhidham branch).)	-----	01/03/2024 @ 16:00 Hrs.	01/03/2024 @ 16:05 Hrs.

Detailed tender notice along with complete tender documents can be downloaded from website <https://kpt.nprocure.com> from 29/02/2024 to 01/03/2024. Tender Notice is also available on <http://deendayalport.gov.in>. Technical Bid will be opened on 01/03/2024 @ 16:05 hours. Date of opening of price bid shall be notified after scrutiny & evaluation of Technical Bid. For further details and general enquiries prospective bidders may contact **Superintending Engineer (PL), Ground Floor A.O. Building, Annexe, Gandhidham-370201, Kutch District, Gujarat State, INDIA, Telephone : (O) 02836-220009** during working hours before the last date and time of downloading of tender documents.

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



Name of the work:- Supply and transportation of water at Kandla, Tuna and Gandhidham for a period of TWO YEARS.

DEENDAYAL PORT AUTHORITY
NOTICE INVITING ONLINE TENDER

Details about E/Online tender:

Department Name	Civil Engineering Department
Circle/ Division	Pipeline Division , A.O. Building, Gandhidham – Kutch – 370201.
Tender Notice No.	02-PL/2024
Name of Work	Supply and transportation of water at Kandla, Tuna and Gandhidham for a period of TWO YEARS
Estimated Contract Value (INR)	Rs. 2,45,56,420.00
Period of Completion (in Months)	24 Months
Bidding Type	Open
Bid Call (Nos.)	One
Tender Currency Type	Single
Tender Currency Settings	Indian Rupee (INR)
Qualifying Criteria :	<ol style="list-style-type: none">1. Average annual financial turnover during the last three years ending 31st March of the previous financial years, should be at least Rs. 73.67 Lakhs.2. Experience of having successfully completed similar works during last 7 years ending last day of month previous to the one in which applications are invited should be either of the following : Three similar completed works each costing not less than Rs 98.23 Lacs. Or Two similar completed works each costing not less than Rs. 122.78 Lakhs. Or One similar completed works each costing not less than Rs. 196.45 Lakhs.



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3. “Similar Works” means “Transportation & Supply of Water” successfully in that particular contract during last 7 years ending last day of month previous to the one in which application are invited. If the work is executed. The contract experience shall be considered for pre-qualification only if same is carried out in Govt./public limited companies subject to submission of sub contract permission issued by the respective authority prior to execution of the work. Further, if sub contract permission is not authenticated, the respective party shall be de-barred for participation in tenders of DPA for minimum 2 years. The decision taken by DPA shall be final.

If the similar work is executed as sub-contractor, the contract experience shall be considered for pre-qualification only, if same is carried out in Govt. / Semi Govt. / Autonomous Body working under GoI / Public Sector Undertakings subject to submission of sub-contract permission issued by the respective authority prior to execution of the work. Further, if sub contract is not authenticated, the respective party shall be de-barred for participation in tenders of DPA for min. 2 years. The decision taken by DPA shall be final.

It is mandatory to upload the sub-contract permission letter obtained from the respective authority. Also the completion Certificate / Form 3A authenticated by concern respective authority shall be uploaded along-with TDS certificate deducted from that particular work issued by the competent authority shall be submitted along-with bid submission

*In case of Micro and Small Enterprise (MSEs) holding valid certificate issued by any agencies/organization under The Ministry of Micro, Small and Medium Enterprises indicating the list of activity related to the subject tender shall become eligible for exemption from payment of Tender fee/EMD. Such bidder shall upload in Preliminary proposal a scanned copy of valid certificate, as well as duly filled in and signed ‘**Bid Securing Declaration**’ as per format provided in the tender document (Annexure II), failing which the bid shall be considered non-responsive. Such bidder shall upload in preliminary bid a scanned copy of valid certificate. (Refer Section-I Clause no. 16-G for bidders claiming exemption of tender fee and EMD as per MSE Clause.) NIC code regarding similar works;*

*Such bidder shall upload in preliminary bid a scanned copy of valid certificate as well as duly filled and signed “**Bid Security Declaration**” as per format provided in the tender document at Annexure –I, Section VI, failing which the bid shall be considered non-responsive.*



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

4. Bidders who meet the minimum qualification criteria will be qualified only if their available bid capacity is more than the total bid value. The available bid capacity will be calculated as under:

Assessed Available Bid capacity = $A \times N \times 2 - B$,
Where, “N” = Number of years prescribed for completion of the subject contract.

“A” = Maximum value of works executed in any one year during last seven years (at current price level)

“B” = Value at current price level of existing commitments and ongoing works to be completed in the next ‘N’ years. The Bidder shall furnish statements showing the value of existing commitments and on going works as well as the stipulated period of completion remaining for each of the works preferably countersigned by the Nodal Office or his nominee-in charge.

Integrity Pact agreement need to be submitted in Preliminary bid stage duly scanned, stamped, signed and dated along with both witness name, address and signatures as per format available in the tender document failing which bid submitted by the bidder will be considered non-responsive.

Joint Venture

Not Applicable

1. In case of JV to qualify experience in similar works, merging of work order value executed by two or more of its member JV either as a whole or as member of



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JV shall not be permitted to qualify eligible works in terms of similar completed works. Only no. of work orders executed by members of JV shall be merged to evaluate experience.

2. Lead partner should have executed at least one similar work costing Rs. 653.78 crores as per Minimum Eligibility Criteria.
3. The works reckoned for the above purpose are those executed by the tenderer as prime contractor or proportionately as member of joint venture or as a sub contractor, authorized and approved by the Employer of the work(s) against which the tenderer has claimed his experience.
4. In the case of bid submitted by JV/ Consortium, the lead partner of the JV shall meet the Minimum Eligibility Criteria of Financial Turnover.

Rebate

Applicable

Bid Document Fee :

Rs 1770.00 (Including GST @ 18 %) (Payment through Digital mode (Account No. 10080100022427 IFSC code : BARBOGANKUT, Bank of Baroda , Gandhidham branch.

Bid Security/ EMD (INR) :

Rs. 2,45,564.00

Bid Security/ EMD (INR) In Favour Of :

(Payment through Digital mode (Account No. 10080100022427 IFSC code : BARBOGANKUT, Bank of Baroda , Gandhidham branch.

Bid Document Downloading Start Date

29/01/2024

Bid Document Downloading End Date

01/03/2024 @ 16:00 hours.

Date & Place of Pre Bid Meeting

NIL

Last Date & Time for Receipt of Bids

01/03/2024 @ 16:00 hours.

Bid Validity Period

120 Days

Condition **Tender Fee to be remitted through online transfer in Bank of Baroda account no. 10080100022427 - Deendayal Port**



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Authority - (IFSC code BARB0GANKUT). Scanned copy of RTGS no. and date of transfer may be uploaded on (n) procure website. EMD to be submitted in form of B.G. of Nationalized/Scheduled Bank (except Co-op bank) shall be submitted in electronic format through online (by scanning) while uploading the bid. This submission shall mean that EMD and tender fee are received. Accordingly, offer of those shall be opened who's EMD & tender fee is received electronically. However, the bidder shall send the Bank Guarantee in original to SUPERINTENDING ENGINEER(P), DEENDAYAL PORT AUTHORITY at the time of tender opening or send the same through R.P.A.D./speed post or in person so as to reach to Superintending Engineer, Project Division, A.O. Building, Annexe Gandhidham(Kutch), Gujarat 370201 within 7 days from the date of opening.

The above shall be submitted in electronic format through on line (by scanning) while uploading the bid. This submission shall mean that EMD, Tender Fee & Integrity Pact agreement are received.

Accordingly offer of only those shall be opened whose EMD, Tender Fee & Integrity Pact agreement is received electronically. However, for the purpose of realization, bidder shall send the same in original along with hard copy of tender (sealed & signed of authorized person), and other PQ documents through R.P.A.D./speed post or in person so as to reach to SUPERINTENDING ENGINEER (PL), DEENDAYAL PORT AUTHORITY within (7) seven days from the date of opening.

Remarks	Submission of tender Fee, EMD and other Documents during office hours within 07 days from the date of opening of tender by R.P.A.D /Speed post or in person in the chamber of Superintending Engineer, Pipeline Division, A.O. Building, Annexe, Gandhidham (Kutch), Gujarat 370201.
Bid Opening Date	Technical Bid will be opened on 2023. Date of opening of price bid shall be notified after scrutiny & evaluation of Technical Bid.
Officer- Inviting Bids:	Superintending Engineer (PL) , DEENDAYAL PORT AUTHORITY.
Bid Opening Authority :	Superintending Engineer (PL) , DEENDAYAL PORT AUTHORITY.



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Address:

Superintending Engineer (PL) , DEENDAYAL PORT
AUTHORITY. A.O. Building, Annexe, Gandhidham-
370201, Kutch District, Gujarat State , INDIA,

Contract Details :

Telephone : (O) 02836-220009

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

Note :

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

(n)code Solutions – A division of GNFC Ltd.,
(n)Procure Cell,
403, GNFC Infotower, S.G. Road,
Bodakdev, Ahmedabad – 380054 (Gujarat).

Contact Details :

Airtel : +91-79-40007501, 40007512, 40007516, 40007517, 40007525
BSNL : +91-79-2684511, 26854512, 26854513 (EXT: 501, 512, 516, 517, 525)
Reliance : +91-79-30181689
Fax : +91-79-26857321, 40007533
E-mail : nprocure@gnvfc.net
TOLL FREE NUMBER : 1-800-233-1010 (EXT: 501, 512, 516, 517, 525)



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SECTION -1 **INSTRUCTIONS TO BIDDERS**

GENERAL

1 Scope of Bid

The SUPERINTENDING ENGINEER, PL Division, DEENDAYAL PORT AUTHORITY, invites bids by E-Tendering for the construction of works of “**Supply and transportation of water at Kandla, Tuna and Gandhidham for a period of TWO YEARS.**” detailed in the table given in NIT. The bidders may submit on-line bids for the work detailed in the table given in NIT.

- 1.1 The successful bidder will be expected to complete the works by the intended completion date specified in the contract data.

2 Source of Funds

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

3 Eligible Bidders

- 3.1 The invitation for Bids is open to all eligible bidders meeting the eligibility criteria as defined in clause no .4
- 3.2 All bidders shall provide in Section-2, form of Bid and Qualification Information, a statement that the Bidder is not associated, nor has been associated in the past, directly or indirectly, with the consultant or any other entity that has prepared the design, specifications, and other documents for the Project Manager for the Contract. A firm that has been engaged by the Employer to provide consulting services for the preparation or supervision of the works, and any of its affiliates, shall not be eligible to bid.
- 3.3 Government-owned enterprises may only participate if they are legally and financially autonomous, operate under commercial law and are not a dependent agency of the Employer subject to fulfilment of Minimum Qualifying criteria.
- 3.4 Bidders shall not be under a declaration of ineligibility for corrupt and fraudulent practices issued by the employer in accordance with clause 36.



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4 Eligibility Criteria

- 4.1
- a. Experience of similar works executed during the last seven years, and details like monetary value, clients, and proof of satisfactory completion.
 - b. Documentary evidence of adequate financial standing and proof from client for satisfactory completion of works.
 - c. Equipment requirement / schedule.
 - d. Managerial/Manpower requirement
 - e. Project Planning and Quality Control procedure to be adopted.
 - f. Information regarding projects in hand, current litigation, orders regarding exclusion, expulsion or black listing, if any.
 - g. Trained & Certified workmen proposed to be employed at the work site of the project. The Contractor must undertake to employ of certified worker to the extent of 20% of total strength. Valid certificates by a recognized University, technical Board, or Ministry of Government of India would only be taken cognizance of.

- 4.2 If the Employer has not undertaken pre-qualification of potential bidders, All bidders shall include the following information and documents with their bids in Section- 2.

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



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- k. proposed methodology and program of construction, backed with equipment planning and deployment, duly supported with broad calculations and quality control procedures proposed to be adopted justifying their capability of execution and completion of the work as per technical specifications within the stipulated period of completion as per milestones (for all contracts over Rs 10M).

1. PAN, Registration with Provident Fund Authorities, GST Registration No. Copy.

4.3 To qualify for award of the contract, bidders are advised to note the minimum qualification criteria specified below.

- i. Average annual financial turnover during the last three years ending 31st March of the previous financial year should be at least **Rs. 73.67 Lakhs**.
- ii. Experience of having successfully completed similar works during last 7 years ending last day of month previous to the one in which applications are invited should be either of the following.

a. Three similar completed works each costing not less than the **Rs. 98.23 Lacs**.

or

b. Two similar completed works each costing not less than the **Rs. 122.78 Lakhs**.

or

c. One similar completed works each costing not less than the **Rs 196.45 Lakhs**.

iii. Similar Works” means “Transportation & Supply of Water” successfully in that particular contract during last 7 years ending last day of month previous to the one in which application are invited The contract experience shall be considered for pre-qualification only if same is carried out in Govt./public limited companies subject to submission of sub contract permission issued by the respective authority prior to execution of the work. Further, if sub contract permission is not authenticated, the respective party shall be de-barred for participation in tenders of DPA for minimum 2 years. The decision taken by DPA shall be final.

iv. In addition to above, the criteria regarding satisfactory performance of the work, Personnel, establishment, plant, equipment, etc. may be incorporated according to the requirement of the project.

4.4 To qualify for a package of contracts made up of this and other contracts for which bids are invited in the NIT, the bidder must demonstrate having experience and resources sufficient to meet the aggregate of the qualifying criteria for the individual contracts.

4.5 Sub- contractors' experience and resources shall not be taken into account in determining the bidder's compliance with the qualifying criteria except to the extent stated in 4.4 above.

4.6 Bidders who meet the minimum qualification criteria will be qualified only if their available bid capacity is more than the total bid value. The available bid capacity will be calculated as under:

Assessed Available Bid capacity = $A \times N \times 2 - B$, Where



Name of the work:- Supply and transportation of water at Kandla, Tuna and Gandhidham for a period of TWO YEARS.

“N” = Number of years prescribed for completion of the subject contract.

“A” = Maximum value of works executed in any one year during last seven years (at current price level)

“B” = Value at current price level of existing commitments and on going works to be completed in the next 'N' years.

Note: For bring the value of works to current level, following multiplying factors shall be applicable with reference to escalation based on WPI.

Financial Year	2022-23	2021-22	2020-21	2019-20	2018-19	2017-18	2016-17
Index	152.5	139.4	123.4	121.8	119.8	114.9	111.6
Multiplying factor	1.00	1.09	1.24	1.25	1.27	1.33	1.37

The Bidder shall furnish statements showing the value of existing commitments and on going works as well as the stipulated period of completion remaining for each of the works preferably countersigned by the Nodal Officer or his nominee-in charge.

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

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

5 One Bid per Bidder

5.1 Each bidder shall submit only one bid. A bidder who submits more than one Bid (other than as a subcontractor or in cases of alternatives that have been permitted or requested) will cause the entire proposal with the Bidder's participation to be disqualified.

5.2 Joint Venture.

Companies/Contractors may jointly undertake contract/contracts. The number of partners in JV/Consortium shall be limited to maximum of three. Each entity would be jointly and severely responsible for completing the task as per the contract, however declaration of the Lead member (JV has to designate one partner as Lead Member in their MOU) to be indicated by bidders. The firms with at least 26% equity holding each are allowed to jointly meet the eligibility criteria.

- 1) A legally binding Joint venture / Consortium Agreement signed by authorized signatories of all the partners of the JV/Consortium, as per the proforma at **Section-6** shall be enclosed with the bid.



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- 2) Power of attorney duly executed and signed by legally authorized signatories of all the partners, authorizing the Lead Partner (a) to submit bid, negotiate and conclude contract and incur all liabilities therewith on behalf of the partner(s) of the JV/Consortium during the bidding process; and (b) in the event of a successful bid, to incur liabilities and receive instructions for and on behalf of the partner(s) of the JV /Consortium and to carry out the entire execution of the contract including payment, exclusively through Lead Partner, as per the proforma at **Section-6**, which shall be duly authenticated by a notary public or equivalent certifying authority, shall be enclosed with the bid.
- 3) The bid and in the case of the successful bidder, the Agreement, shall be signed and / or executed in such a manner for making it legally binding on all partners (including operative parts of the ensuing Contract in respect of Agreement of Arbitration, etc.). The Contract shall be signed by legally authorized signatories of all partners.
- 4) The Lead Partner shall be authorized to receive instructions for and on behalf of the partners of the Joint venture and entire execution of the Contract including payment shall be carried out exclusively through the Lead Partner. A Statement to this effect should be included in the Joint Venture Agreement.
- 5) All partners of the Joint Venture shall be liable jointly and severally for the execution of the Contract in accordance with the Contract terms, and a Statement to this effect should be included in the Joint Venture Agreement.
- 6) Bid Security as required shall be furnished by Lead Member of Joint venture.
- 7) Performance Guarantee, as required, will be furnished by Lead Member of Joint venture.
- 8) Participation by a firm in more than one JV /Consortium is not permissible. A firm who submits bid on individual capacity is not eligible to be a partner of a JV /Consortium. In case a firm's name appears in more than one bid then both application may be rejected.
- 9) Each partner must submit the complete documentation, or portions applicable thereto, required qualifying the firm for bidding.
- 10) All the partners of the JV/Consortium shall be jointly and severally liable for due performance, recourse/sanctions within the joint venture in the event of default of any partner and arrangements for providing the required indemnities.
- 11) Notwithstanding demarcation or allotment of work among the partners, each partner shall be liable for non-performance of the whole contract irrespective of their demarcation or share of work.
- 12) The Lead Partner shall be authorized to act on behalf of the JV/Consortium.
- 13) All the correspondences between the Employer and the contractor shall be routed through the Lead Partner.
- 14) In the event of default by the Lead Partner, it shall be construed as default of the Contractor; and Employer will take action under relevant clause(s) of the Bid Document and/or General Terms and Conditions of Contract.



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- 15) An undertaking that all the partners are jointly and severally liable to the Employer for the performance of the contract shall be enclosed with the bid.
- 16) In the event of any partner leaving the JV, it shall be intimated to the Employer within 30 days by other partner(s). Failure to do so shall be construed as default of the contractor and the Employer may take action under relevant clause(s) of the Bid Document and/or General Terms and Conditions of Contract.
- 17) The contractor shall not alter its composition or legal status without the prior written permission of the Employer. Failure to do so shall be construed as default of the contractor and the Employer may take action under relevant clause(s) of the Bid Document and/or General Terms and Conditions of Contract.
- 18) One of the partners of JV/Consortium should have downloaded the bid documents

6 Cost of Bidding

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

7 Site Visit

- 7.1 The Bidder, at his own responsibility and risk is encouraged to visit and examines the site of works and its surroundings and obtain all information that may be necessary for preparing the Bid and entering into a contract for construction of the works. The costs of visiting the site shall be at the Bidders' own expense.

B. BIDDING DOCUMENTS

8 Content of Bidding Documents

- 8.1 The set of bidding documents comprises the documents listed in the below and addenda issued in accordance with clause-10:

Invitation for Bids (NIT)

- | | |
|-----------|--|
| SECTION 1 | Instruction to Bidders |
| SECTION 2 | Forms of Bid, Qualification Information and letter of Acceptance |
| SECTION 3 | Conditions of Contract and Special Conditions |
| SECTION 4 | Contract Data |
| SECTION 5 | Site Conditions and Specifications |
| SECTION 6 | Forms |
| SECTION 7 | Drawing |
| SECTION 8 | Bill of quantities |



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8.2 One set of bidding documents will be issued to the bidder. The document should be completed and returned with the bid.

8.2.1 The bidding documents shall be downloaded. The documents should be completely filled and submitted through on line Tendering process and one copy shall be submitted within 7 days of the date of opening of the tender.

8.3 The bidder is expected to examine carefully all instructions, conditions of contract, contract data, forms, terms, technical specifications, bill of quantities, forms, drawings, annexure in the bid document. Failure to comply with the requirements of the bid document shall be at the bidder's own risk. Pursuant to clause 25 hereof, bids which are not substantially responsive to the requirements of the bid documents shall be rejected.

9 Clarifications of the Bidding Documents

9.1 9A prospective bidder requiring any clarification of the bidding documents may notify the employer in writing or by electronic form and be confirmed by hard copy at the Employer's address indicated in the invitation to bid. The employer will respond to any request for clarification which he received earlier than days (Suggested 7 days) prior to the deadline for submission of bids. The clarifications shall be uploaded on Website of www.kpt.nprocure.Com.

9.2 Pre – bid meeting

9.2.1 The bidder or his official representative is invited to attend a pre-bid meeting which will take place at Old Board Room, Administrative office, Gandhidham on _____ @ _____ hrs.

9.2.2 The purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage.

9.2.3 The bidder is requested to submit any questions in writing or by cable to reach the Employer not later than one week before the meeting.

9.2.4. Minutes of the meeting, including the text of the questions raised (without identifying the source of enquiry) and the responses given will be transmitted without delay to all purchasers of the bidding documents without delay. Any modification of the bidding documents listed in Sub-Clause 8.1 which may become necessary as a result of the pre-bid meeting shall be made by the Employer exclusively through the issue of an Addendum pursuant to Clause 10 and not through the minutes of the pre-bid meeting.

9.2.5 Non-attendance at the pre-bid meeting will not be a cause for disqualification of a bidder.



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10 Amendment of Bidding Documents

- 10.1 Before the deadline for submission of bids, the Employer may modify the bidding documents by using addends.
- 10.2 Any addendum thus issued shall be part of the bidding documents and shall be communicated by uploading online on <http://kpt.nprocure.com>. Or in writing or by cable to all the purchasers of the bidding documents. Prospective bidders shall acknowledge receipt of each addendum by cable to the Employer.
- 10.3 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, in accordance with sub-clause 19.2 below.

C. PREPARATION OF BID:

11 Language of Bid

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

Documents comprising the Bid

- 12.1 The bid submitted by the bidder shall comprise the following:

A) Technical Bid:

- (i) Bid Security, EMD & Tender Fee.
- (ii) Qualification Information Form and Document (Pursuant to clause 4 hereof) and any other materials required to be furnished and submitted by the bidder in accordance with these instructions. The documents listed under Sections 2, 4 and 8 of Sub-Clause 8.1 shall be filled in without exception.

B) Financial Bid :

- (i) Contractors Bid duly filled and digitally signed by bidder.
- (ii) Priced bill of quantity duly filled and digitally signed by bidder.



Name of the work:- Supply and transportation of water at Kandla, Tuna and Gandhidham for a period of TWO YEARS.

13 Bid Prices

- 13.1 The contract shall be for the whole works as described in sub clause 1.1 based on the priced Bill of Quantities submitted by the Bidder.
- 13.2 The bidder shall fill in rates and prices for all items of the works described in the bill of quantities. Items for which no rate or price is entered by the bidder will not be paid by the Employer when executed and shall be deemed covered by the other rates and prices in the Bill of Quantities.
- 13.3 All duties, taxes, and other levies payable by the contractor under the contract, or for any other cause shall be included in the rates, prices and total Bid Price submitted by the bidder.
- 13.4 The rates and prices quoted by the bidder are subject to adjustment during the performance of the contract. In accordance with the provisions of clause 47 of the conditions of contract.
- 13.5 Currencies of Bid and Payment
- 13.6 The unit rates and the prices shall be quoted by the bidder entirely in Indian Rupees.

14 Bid Validity

- 14.1 Bids shall remain valid for a period 120 days from the last date of submission of Bid. A bid valid for a shorter period shall be rejected by the Employer as non-responsive.
- 14.2 In exceptional circumstances, prior to expiry of the original time limit, the Employer may request that the bidders may extend the period of validity for a specified additional period. The request and the bidders' responses shall be made in writing or by cable. A bidder may refuse the request without forfeiting his bid security. A bidder agreeing to the request will not be permitted to modify his bid and also shall submit an extension for EMD, if it is in the Form of Bank Guarantee.

15 Bid Security (Earnest Money Deposit-EMD)

- A. Earnest money Deposit (EMD) shall be Rs. 2,45,564.00 to be submitted in Payment through Digital mode (Account no. 10080100022427, IFSC code BARBOGANKUT, Bank of Baroda, Gandhidham branch). EMD in any other form shall not be accepted.
- B. The EMD up to Rs. 5 lakhs be payable by Digital transfer. EMD beyond Rs.5 lakhs be payable in the form of Bank Guarantee for the entire amount from any Nationalized / Scheduled Bank (Except Co for the entiBanks) from any branch in India preferably from the local branch where the port is situated. Bank Guarantee submitted as Earnest Money shall be valid for 28 days beyond the validity of the bid. Bank Guarantee shall be verified in dependently 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 and L2 be refunded immediately after ranking of price bids. Earnest Money of L2 be refunded immediately after entering in to agreement with L1 and acceptance of Performance Guarantee from L1.



Name of the work:- Supply and transportation of water at Kandla, Tuna and Gandhidham for a period of TWO YEARS.

- D. EMD shall be 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
1. The bidder withdraws the Bid after Bid opening during the period of Bid Validity;
 2. The Bidder does not accept the correction of the Bid Price pursuant to clause 26.
 3. The successful Bidder fails within the specified time limit to
 - a. sign the Agreement or
 - b. furnish the required Performance Security.

In case of Micro and Small Enterprise (MSEs) holding valid certificate issued by any agencies/organization under The Ministry of Micro, Small and Medium Enterprises indicating the list of activity related to the subject tender shall become eligible for exemption from payment of Tender fee/EMD. Such bidder shall upload in preliminary bid a scanned copy of valid certificate.(Example shown are for illustration below)

Such bidder shall upload in preliminary bid a scanned copy of valid certificate as well as duly filled and signed "Bid Security Declaration" as per format provided in the tender document at Annexure – I, Section VI failing which the bid shall be considered non-responsive. Bid security declaration form is attached at Annexure - I

LEVEL	DESCRIPTION
Section E	Water supply; sewerage, waste management and remediation activities
Division 36	Water collection, treatment and supply
Group 360	Water collection, treatment and supply
Class 3600	Water collection, treatment and supply
Sub-Class 36000	Water collection, treatment and supply

16 Alternative Proposals by Bidders

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

17 Format and Signing of Bid

- 17.1 The Bid shall be typed or written in indelible ink and shall be signed by a person or persons duly authorised to sign on behalf of the Bidder. All pages of the bid where entries or amendments have been made shall be installed by the person or persons signing the bid.
- 17.2 The Bid shall contain no alterations or additions, except those to comply with instructions issued by the Employer, or as necessary to correct errors made by the bidder in which case such corrections shall be initialled by the person or persons signing the bid.

D Submission of bids



Name of the work:- Supply and transportation of water at Kandla, Tuna and Gandhidham for a period of TWO YEARS.

18 Sealing and marking of bids

- 18.1 The bidder shall put Bid security document as per clause No.15, hereof in one envelope and properly seal and mark as “Bid Security”. The bidder shall put documents mentioned in clause No.12.1.A (ii) in separate envelope and properly seal and mark as “Technical Bid”. Then put both these envelopes into separate envelope, properly seal and mark as “Technical Bid”.

The bidder shall seal “Financial Bid” as per Clause No.12.1. (B) hereof, in separate envelope duly marking the envelope as “Financial Bid”.

These envelopes than be put inside one outer envelope and sealed, duly marking the outer envelope as “Technical Bid and Financial Bid”.

- 18.2 The envelopes shall

(a) be addressed to Nodal Officer/Employer at the following address.

(insert address of office for bid submission), and

(b) bear the following identification:

Bid for (name of contract)

Bid reference no..... (Insert number)

DO NOT OPEN BEFORE (time and date for opening, per Clause 22)

Name and address of the bidder.

The tender complete in all respect should be put in the tender box (marked tender No _____) in the office of _____ upto _____ p.m. on due date and open at _____ on the same date in presence of such of the tenderers who may wish to be present.

- 18.3 In addition to the identification required in Sub-Clause 18.2, the inner envelopes shall indicate the name and address of the bidder of the bidder to enable the bid to be returned unopened in case it is declared late, pursuant to Clause 20, or the bid is declared non responsive. If the outer envelopes are not sealed and marked as above, the Employer will assume no responsibility for the misplacement or premature opening of the Technical bid and financial bid.



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19 Deadline for submission of the Bids

- 19.1 Bids must be received by the Employer at the address specified above not later than in the event of the specified date for the submission of bids being declared a holiday by the Employer. The bids will be received upto the appointed time on the next working day.
- 19.2 The Employer may extend the deadline for submission of bids by issuing an amendment in accordance with Clause 10, in which case all rights and obligations of the Employer and the bidders previously subject to the original deadline will then be subject to the new deadline.
- 19.3 The bidder shall give an undertaking that no change has been made in the hard copy of tender documents he has downloaded from the web site. Discrepancy, if any is noticed at any stage between the Port's tender document and the hard copy submitted by the bidder conditions mentioned in online tender unloaded by Port shall prevail beside the bidder shall be liable for legal action for the lapses.

20 Late Bids

- 20.1 Any bid received by the Employer after the deadline prescribed in Clause 19 will be considered as non responsive.

21 Modification and Withdrawal of Bids

- 21.1 Bidders may modify or withdraw their bids before the deadline prescribed in Clause 19.
- 21.2 The bidder may finally submit the modified copy to the employer within 07 days of opening of the online tender.
- 21.3 No bid may be modified after the deadline for submission of bids.
- 21.4 Withdrawal or modification of a Bid between the deadline for submission of bids and the expiration of the original period of bid validity in Clause 14.1 above or as extended pursuant to Clause 14.2 may result in the forfeiture of the Bid security pursuant to Clause 15.
- 21.5 Bidders may only offer discounts to, or otherwise modify the prices of their bids by submitting bid modifications in accordance with this clause or included in the original bid submission.

E. BID OPENING AND EVALUATION

22 Bid opening

- 22.1 On the due date and appointed time as specified in clause 19, the Employer will first open Technical bids of all bids received (except those received late) including modifications made pursuant to clause 21 in presence of the bidders or their representative who choose to attend. In the event of the



Name of the work:- Supply and transportation of water at Kandla, Tuna and Gandhidham for a period of TWO YEARS.

specified date for Bid opening being declared a holiday by the Employer, the bids will be opened at the appointed time and location on the next working day.

- 22.2 Envelopes marked “WITHDRAWAL” shall be opened and read out first. Bids for which an acceptable notice of withdrawal has been submitted pursuant to Clause 21 shall not be opened.

Bidder’s name, withdrawals, modifications of technical bid, the presence of bid security and such other details, as the Employer may consider appropriate will be announced by the Employer at the opening.

- 22.3 If all Bidders have submitted unconditional Bids together with requisite bid security, then all bidders will be so informed then and there. If any Bid contains any deviation from the Bids documents and/or if the same does not contain Bid security in the manner prescribed in the Bid documents, then that Bid will be rejected and the Bidder informed accordingly. The sealed financial bid containing priced BOQ will be returned to him without opening. All valid financial bids whose technical bids have been determined to be substantially responsive in accordance with Clause 25 hereof, shall be opened on the specified date from declaring the results of the Technical Bid, in presence of the bidders or their representatives who choose to attend. The Bidder’s name, the Bid prices, the total amount of each Bid and of any alternative Bid (if alternatives have been requested or permitted), any discounts, Bid modifications and withdrawals, and such other details as the Employer at the opening. Any bid price, discount, or alternative Bid price which is not read out and recorded at Bid opening, will not be taken into account in Bid evaluation.

- 22.4 The Employer shall prepare minutes of the Bid opening, including the information disclosed to those present and the minutes shall form part of the contract.

23 **Process to be confidential.**

Information relating to the examination, clarification, evaluation and comparison of the bids and recommendations for the award of a contract shall not be disclosed to Bidders or any other persons not officially concerned with such process until the award to the successful bidder has been announced.

24 **Clarification of Bids**

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 writing or by cable, but no change in the price or substance of the Bid shall be sought, offered, or permitted except as required to conform the correction of arithmetic errors discovered by the Employer in the evaluation of the Bids in accordance with Clause 26.

Subject to above Para, no Bidder shall contact the Employer on any matter relating to his bid from the time of the bid opening to the time the contract is awarded. If the Bidder wishes to bring additional information to the notice of the Employer, he should do so in writing.

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.

No bid may be modified after the deadline for submission of bids.



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25 Examination of Bids and Determination of Responsiveness.

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

25.1.1 A substantially responsive Technical and Financial Bid is one which conforms to all the terms, conditions and specification of the Bidding documents, without material deviation or reservation. A material deviation or reservation is one (a) which effects in any substantial way the scope, quality or performance of the Works; (b) which limits in any substantial way, the Employer's rights or the Bidder's obligations under the contract; or (c) whose rectification would affect unfairly the competitive position of other Bidders presenting responsive Bids.

25.1.2 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.

26 Correction of Errors.

26.1 Bids determined to be responsive will be checked by the Employer for any arithmetic errors. Errors will be corrected by the Employer as follows.

(a) Where there is a discrepancy between the rates in figures and in words, the rate in words will govern;

(b) Where there is discrepancy between the unit rate and the line item total resulting from multiplying the unit rate by the quantity, the unit rate as quoted will govern.

26.2 The amount stated in the Bid will be adjusted by the Employer in accordance with the above procedure for the correction of errors and, with the concurrence of the Bidder, shall be considered as binding upon the bidder. If the Bidder does not accept the corrected amount the Bid will be rejected, and the Bid security may be forfeited in accordance with sub-Clause.15. F. (b).

27 NIL.

28 Evaluation and Comparison of Bids.

28.1 The Employer will evaluate and compare only the Bids determined to be responsive in accordance with Clause 25.

28.2 In evaluating the Bids, the Employer will determine for each Bid the evaluated Bid Price by adjusting the Bid Price as follows:

(a) Making any correction for errors pursuant to Clause 26;

(b) Making appropriate adjustments to reflect discounts or other price modification offered in accordance with Sub Clause 21.5



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- 28.3 The estimated effect of the price adjustment conditions under Clause 46 of the conditions of contract, during the period of implementation of the Contract, will not be taken into account in Bid evaluation.
- 28.4 IF the Bid of the successful Bidder is seriously unbalanced in relation to the Nodal Officer or his nominee's estimate of the cost of work to be performed under the contract, the Employer may require the Bidder to produce detailed price analyses for any or all items of the Bill of Quantities, to demonstrate the internal consistency of those prices with the implementation/construction methods and schedule proposed.
- 29 **NIL.**

F. AWARD OF CONTRACT

30 Award Criteria

- 30.1 The Employer will award the Contract to the Bidder whose Bid has been determined to be responsive to the Bidding documents and who has offered the 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.

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

Notwithstanding clause 31, the Employer reserve the right to accept or reject any bid and to cancel the bidding process and reject all bids, at any time prior to the award of contract, without thereby incurring and liability to the affected bidder or bidders of the grounds for Employer's action.

32 Notification of Award and Signing of Agreement.

- 32.1 The Bidder whose Bid has been accepted will be notified of the award by the Employer prior to expiration of the Bid validity period by cable, telex or facsimile confirmed by registered letter. This letter (hereinafter and in the Conditions of Contract called the "letter of Acceptance") will state the sum that the Employer will pay the Contractor in consideration of the execution, completion and maintenance of the Works by the Contractor as prescribed by the Contract (hereinafter and in the Contract called the "Contract Price").
- 32.2 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 Clause 33.
- 32.3 The Agreement will incorporate all correspondence between the Employer and the successful bidder. It will be signed by the employer and sent to the successful Bidder within (28 days of award of work for global tender and Within 14 days for domestic tender) following the notification of award along with the Letter of Acceptance. Within (28 days for global tender and within 21 days



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for domestic tender) of receipt, the successful Bidder will furnish the performance security and sign the Agreement with the Employer.

- 32.4 Upon the furnishing by the successful Bidder of the Performance Security, the Employer will promptly notify the other Bidder that his Bid have been unsuccessful and release the Bid security (EMD).

33 Performance Security

Security Deposit shall consist of two parts; a) Performance Guarantee to be submitted at award of work, and b) Retention money to be recovered from Running Bills.

Security Deposit shall be 10% of Contract price of which 5% of contract price should be submitted as Bank Guarantee, or online transfer within 21 days of receipt of Letter of Acceptance and balance 5% recovered as Retention Money from Running Bills. Recovery of 5% of Retention Money to commence from the first bill onwards @ 5% of bill value from each bill. Retention Money & balance SD will be refunded within 14 days from the date of payment of final bill.

34 Advance Payment

- 34.1 The Employer will provide an Advance Payment on the Contract Price as stipulated in the conditions of Contract, subject to maximum amount, as stated in the Contract Data.clause 51 (Section 3)

35 Conciliator

The employer proposes that CIDC – SIAC Arbitration Centre be appointed as Conciliator under the contract as provided in sub-clause 23.4 of condition of contract. If the bidder disagrees with this proposal, the bidder should so state in bid.

36 Corrupt or Fraudulent Practices

- 36.1 The Employer requires that Bidders/Suppliers/Contractors under this contract, observe the highest standard of ethics during the procurement and execution of this contract. In pursuance of this policy, the Employer:

- (a) Defines, for the purpose of these provisions, the terms set forth below as follows:
 - (i) “Corrupt practice” means the offering, giving, receiving or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution; and
 - (ii) “fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Employer, and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Employer of the benefits of free and open competition.



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

36.2 Furthermore, Bidders shall be aware of the provision stated in sub-clause 59.2 of the conditions of Contract (Section – 3).



Name of the work:- Supply and transportation of water at Kandla, Tuna and Gandhidham for a period of TWO YEARS.

SECTION 2

FORMS OF BID, QUALIFICATION INFORMATION AND LETTER OF ACCEPTANCE

TABLE OF FORMS

- 1. FORM OF BID**
- 2. CONTRACTOR'S BID**
- 3. PRE-QUALIFICATION OF BIDDERS**
- 4. LETTER OF ACCEPTANCE**
- 5. NOTICE TO PROCEED WITH THE WORK**
- 6. AGREEMENT FORM**



Name of the work:- Supply and transportation of water at Kandla, Tuna and Gandhidham for a period of TWO YEARS.

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

Date-
Tender No. 02-PL/2024

Name of Work: **Supply and transportation of water at Kandla, Tuna and Gandhidham for a period of TWO YEARS.**

To

The Superintending Engineer (PL),
Pipe Line Division
DEENDAYAL PORT AUTHORITY
Ground Floor, A.O. Building
Gandhidham-370201
Kutch District Gujarat-State, INDIA

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. **02– PL / 2024**
- (c) The total price of our tender, excluding any discounts offered in item(d) below, is [insert the total tender price in words and figures, indicating the various amounts and the respective currencies];[in case of techno-commercial offer it shall be mentioned that 'as filled in the price bid']
- (d) The discounts offered and the methodology for their application are:

Discounts. if our tender is accepted, the following discounts shall apply.

Methodology of application of the discounts. The discounts shall be applied using the following method:

- (e) our tender shall be valid for the period of time specified in **[ITB Sub-clause 14.1]**, from the date fixed for the tender submission deadline in accordance with **[ITB Sub- clause21.1]** , and it shall remain binding upon us and may be accepted at any time before the expiration of that period or any extended period accordance with **[ITB Sub-clause 14.2]**;
- (f) If our tender is accepted, we commit to submit a performance guarantee in accordance with [insert relevant clause no., ITB Sub-clause 33] for the due performance of the contract, as specified in specimen form for the purpose.
- (g) We, including any subcontractors or contractors for any part of the contract, {Insert the nationality of the Tenderer, including that of all parties that comprise the Tenderer, if the tenderer is a JV. And the nationality each subcontractor and Contractor} (Refer Section-5)
- (h) We have no conflict of interest in accordance with **[ITB Sub-clause no 5]**.



Name of the work:- Supply and transportation of water at Kandla, Tuna and Gandhidham for a period of TWO YEARS.

- (i) Our firm, its affiliates or subsidiaries- including any subcontractors or contractors for any part of the contract – has not been declared ineligible by the port, under laws of India or official regulations in accordance with **[ITB Sub-clause no.3]**
- (j) We understand that this tender, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal contract agreement is prepared and executed in accordance with **[ITB Sub-clause 32]** and as per specimen from the purpose;
- (k) We understand that you are not bound to accept the lowest evaluated tender or any other tender that you may receive.
- (l) We also make specific note clauses of [ITB, NIT] under which the contract is governed.
- (m) In case of out station firms, having a branch in India for liaison purposes, please mention the name of the contact person and Tel. no., Fax. no., and mail-Id and also the complete postal address of the firm.
- (n) We understand that the communication made with the firm at (m), by the port shall be deemed to have been done with us.

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)



Name of the work:- Supply and transportation of water at Kandla, Tuna and Gandhidham for a period of TWO YEARS.

CONTRACTOR'S BID

Description of the works :- “Supply and transportation of water at Kandla, Tuna and Gandhidham for a period of TWO YEARS.”

BID

TO

----- (The employer)

Address

GENTLEMEN,

We offer to execute the works described above in accordance above with the conditions of Contract accompanying this bid for the contract price of _____ (in figures)
_____ (in letters)

The advance payment required / not required as per rule

We accept the appointment of

_____ as the conciliator)

(OR)

We do not accept the appointment of

_____ as the conciliator and proposed
instead that _____ be appointed as
conciliator whose daily fee and biographical data are attached.

This bid and your written acceptance of it shall constitute a binding contract between us.

We understand that you are not bound to accept the lowest or any bid you receive.

We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force In India namely “prevention of corruption act 1988”

We hereby confirm that this bid complies with the bid validity and security required by the bidding documents. We attach herewith our copy of permanent account number (PAN)

Yours faithfully,

Authorized Signature:

Name& title of signatory

Name of Bidder

Address

Notes: To be filled in by the bidder, together with his particulars and date of submission at the bottom of the form of bid.



Name of the work:- Supply and transportation of water at Kandla, Tuna and Gandhidham for a period of TWO YEARS.

PRE-QUALIFICATION OF BIDDERS

The information to be filled in by the bidder in the following pages will be used for purposes of pre-qualification as provided for in the instructions to tenderers.

1. Only for individual bidders:

1.1 Constitution or legal status of bidder (attach copy)

- Place of registration
- Principal place of business
- Power of attorney of signatory of bid(Attach)

2. Turnover of the firm

YEAR	TURN OVER
2019-20	
2020-21	
2021-22	
Average	

Attachments: Financial reports for the last three years; balance sheets, profit and loss statement, auditors reports(in case of companies/ corporation) etc., list them below and attach copies. In case annual financial turnover for FY 2022-23 is available, same is to be considered during evaluation.

3. Similar works

Particulars	Year	No. of works	Value
Total value of completed similar work as defined in the tender document during last 7 years.	2015-16		
	2016-17		
	2017-18		
	2018-19		
	2019-20		
	2020-21		
	2021-22		
	2022-23		



Name of the work:- Supply and transportation of water at Kandla, Tuna and Gandhidham for a period of TWO YEARS.

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

4. Information on bid capacity (works for which bids have been submitted and works which are yet to be completed) as on the date of this bid.

(A) Existing commitments and on-going works.

Description of work	Place & state	Contract no.& date	Name& address Port or Dept.	Value of contract Rs	Stipulated Period of completion	Value of remaining to be completed	Anticipated date of completion
1	2	3	4	5	6	7	8

(B) Works for which bids already submitted

Description of work	Place & state	Name& address of port or Dept.	Value of contract Rs	Stipulated Period of completion	Date when decision is expected	Remarks if any
1	2	3	4	5	6	7

Attach certificates from the nodal officer or his nominee(s)-in-charge.

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

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



Name of the work:- Supply and transportation of water at Kandla, Tuna and Gandhidham for a period of TWO YEARS.

6. Qualification and experience of key personnel proposed for administration and execution of the contract. Attach biographical data. Refer also to sub. clause 4.3(e) of instructions to bidders and sub. clause 9.1 of the conditions of contract.

Position	Name	Qualification	Years of experience (general)	Years of experience in the proposed position
Project manager				
Discipline specialist etc.,				

7. Proposed sub-contracts and firms involved

Sections of the works	Value of sub-contract	Sub-contractor (name and address)	Experience in similar work

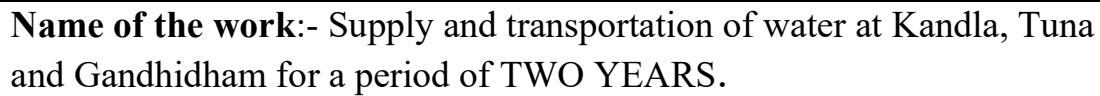
8. Information on litigation history in which the bidder is involved.

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

9. Additional information bidder may like to submit

Duly authorized to sign this authorization on behalf of (insert complete name of tenderer)

Dated on _____ day of _____ [insert date of signing]



(on letter paper of the port)

_____(date)

DEENDAYAL PORT AUTHORITY



Name of the work:- Supply and transportation of water at Kandla, Tuna and Gandhidham for a period of TWO YEARS.

ISSUE OF NOTICE TO PROCEED WITH THE WORKS

_____ dated

To
(Name and address of the contractors)

Dear Sirs,

Sub: Tender no. **02-PL/2024**

“Supply and transportation of water at Kandla, Tuna and Gandhidham for a period of TWO YEARS.”

Ref: Letter of acceptance no. dated

Pursuant to your furnishing the requisite security as stipulated in [clause 20 of general conditions of contract] and signing of the contract for execution of the _____ you are hereby instructed to proceed with the execution of the said works in accordance with the contract documents. It is hereby notified that the [site] is being handed over to you for execution of work in accordance with the contract documents.

Yours faithfully,

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



Name of the work:- Supply and transportation of water at Kandla, Tuna and Gandhidham for a period of TWO YEARS.

SPECIMEN CONTRACT AGREEMENT

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

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

THIS CONTRACT AGREEMENT is made

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

Between

- (1) The Board of Deendayal Port Authority, an autonomous body of the ministry of SHIPPING of the Government of INDIA, incorporated under the Major Port Authorities Act, 2021 as amended thereafter, under the laws of India and having its principal place of business at A.O Building, PO Box No-50, Gandhidham, Gujarat State (hereinafter called "the port"), and ,
- (2) [insert name of the contractor], [incorporated under] the laws of [country of contractor] and having its place of business at [insert: address of contractor] (hereafter called "the contractor")

WHEREAS the employer board invited tenders against tender no.[number] for execution of **"Supply and transportation of water at Kandla, Tuna and Gandhidham for a period of TWO YEARS."** and has accepted a tender by the contractor in accordance with the supply/delivery schedules, in the sum of [insert contract price in words and figures, expressed in the contract currency (ies)] (hereafter called "contract price")

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this agreement words and expressions shall have the same meanings as per respectively assigned to them in the conditions of contract refer to.
2. The following documents shall constitute the contract between the employer/ board and the contractor, and each shall be read and construed as an integral part of the contract:
 - (a) This contract agreement;
 - (b) Special conditions of contract;
 - (c) General conditions of contract;
 - (d) Technical requirements (including schedule of requirements and technical specifications, drawings);
 - (e) Notice inviting tender;
 - (f) Replies issued to the pre-bid queries, addenda if any issued [numbers and date];
 - (g) The contractor's bid and original price and delivery schedules;
 - (h) The employer/ board's notification of award;
 - (i) [correspondence the employer/board has exchanged with the bidder till and after award of contract [specific letters and dates]]
 - (j) And [add here any other documents]

AND WHEREAS

EMPLOYER/BOARD accepted the bid of CONTRACTOR for the provision and the execution of WORK at the CONTRACT PRICE as indicated in CONTRACT upon the terms and subject to the conditions of contract. Now this CONTRACT AGREEMENT witnesses and it is hereby agreed and declared as follows:



Name of the work:- Supply and transportation of water at Kandla, Tuna and Gandhidham for a period of TWO YEARS.

3. In consideration of the payment to be made to CONTRACTOR for work to be executed by him. CONTRACTOR hereby covenants with EMPLOYER/ BOARD what CONTRACTOR shall and will duly provide, execute and complete work and things in CONTRACT, mentioned or described or which are to be implied there from or may be reasonably necessary for completion of work and the times and in the manner and subject to the terms and conditions or stipulations mentioned in CONTRACT.
4. In consideration of the due provision, execution and completion of work by the contractor in accordance with the terms of the contract, the employer / board does hereby agree with contractor that employer / board will pay to contractor the respective amounts for the work actually done by him and approved by employer/board as per payment terms accepted in contract and payable to contractor under provision of contract at such manner as provided for in the contract.
5. in consideration of the due provision, execution and completion of work, contractor done hereby agree to pay such sums as may be due to employer/ board for the services rendered by employer/ board to contractor as set forth in contract and such other sums as may become payable to employer/ board towards loss, damage to the employer/ board's equipment, materials etc. and such payments to be made at such time and in such manner as is provided in the contract.

IN WITNESS where of the parties hereto have caused this agreement to be executed in accordance with the laws of INDIA on the day, month and year indicated above.

For and behalf of the employer/ board

Signed: [insert signature]

In the capacity of [insert title or other appropriate designation]

In the presence of [insert identification of official witness]

For any behalf of the contractor

Signed: [insert signature of authorized representatives of the contractor]

In the capacity of [insert title or other appropriate designation]

In the presence of [insert identification of official witness]



Name of the work:- Supply and transportation of water at Kandla, Tuna and Gandhidham for a period of TWO YEARS.

SECTION 3

CONDITIONS OF CONTRACT AND SPECIAL CONDITIONS



Name of the work:- Supply and transportation of water at Kandla, Tuna and Gandhidham for a period of TWO YEARS.

CONDITIONS OF CONTRACT

A. General

1. Definitions

- 1.1 Terms which are defined in the Contract Data are not also defined in the Conditions Contract but keep their defined meanings Capital initials are used to identify defined terms.

The Conciliator is the person appointed jointly by the Employer and the contractor to resolve disputes in the first instance as provided for in Clauses 24 and 25. The name of the Adjudicator is defined in the Contract Data.

Bill of Quantities means the priced and completed Bill of Quantities forming part of the Bid.

Compensation Events are those defined in Clause 44

The **Completion Date** is the date of Completion of the Works as certified by the Nodal Officer or his nominee in accordance with Sub Clause 55.1

The **Contract** is the contract between the Employer and the Contractor to execute, complete and maintain the Works. It consists of the documents listed in Clause 2.3 below.

The **Contract Data** defines the documents and other information which comprise the Contract.

The **Contractor** is a person or corporate body whose Bid to carry out the Works has been accepted by Employer.

The **Contractor's** Bid is the completed Bidding documents submitted by the Contractor to the Employer.

The **Contract Price** is the price stated in the letter of acceptance and thereafter as adjusted in accordance with the provisions of the Contract.

Days are calendar days, **months** are calendar months.

A **Defect** is any part of the Works not completed in accordance with the Contract.

The **Defects Liability Period** is the Period named in the Contract Data and calculated from the Completion Date.

The **Employer** is the party who will employ the contractor to carry out the Works.

The **Nodal Officer** or his nominee is the person named in the Contract Data (or any other Competent person appointed and notified to the contractor to act in replacement of the Nodal Officer or his nominee) who is responsible for supervising the Contractor, Administering the



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Contract, certifying payments due to the Contractor, issuing and valuing Variations to the contract, awarding extensions of time and valuing the Compensation Events.

Equipment is the Contractor's machinery and vehicles brought temporarily to the Site to construct the Works.

The **Initial Contract Price** is the Contract Price listed in the employer's Letter of Acceptance.

The **Intended completion Date** is the date on which it is intended that the Contractor shall complete the works. The Intended Completion Date is specified in the Contract Data. The Intended Completion Date may be revised only by the Nodal Officer or his nominee by issuing an extension of time.

Materials are all supplies, including consumables, used by the contractor for incorporation in the Works.

Plant is any integral part of the Works which is to have mechanical, electrical, electronic or chemical or biological function.

The **Site** is the area defined as such in the Contract Data.

Site Investigation Reports are those which were included in the Bidding documents and are factual interpretative reports about the surface and subsurface conditions at the site.

Specification means the Specification of the Works included in the Contract and any modification or addition made or approved by the Nodal Officer or his nominee.

The **Start Date** is given in the Contract Data. It is the date when the Contractor shall commence execution of the works. It does not necessarily coincide with any of the Site Possession Date.

A **Subcontractor** is a person or corporate body who has a Contract with the Contractor to carry out a part of the work in the Contract which includes work on the site.

Temporary Works are works designed, constructed, installed and removed by the Contractor which are needed for construction or installation of the Works.

A **Variation** is an instruction given by the Nodal Officer or his nominee which varies the Works.

The **Works** are what the Contract requires the Contractor to construct, install and turn over to the Employer as defined in the Contract Data.

The **Trained Work Person** are those employed/proposed to be employed by the Contractor at the Project Site, who have participated and are in possession of a valid Competency Certificate through a programme run under the auspices of a University, State Technical Board, Ministry of Government of India.



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2. Interpretation

- 2.1 In interpreting these Condition of Contract, singular also means plural, male also means female or neuter and the other way around. Headings have no significance. Words have their normal meaning under the language of the Contract unless specifically defined. The Nodal Officer or his nominee will provide instructions clarifying queries about the Conditions of Contract.
- 2.2 If sectional completion is specified in the Contract Data, references in the Conditions of Contract to the Works, the Completion Date, and the Intended Completion Date apply to any Section of the Works (other than references to the Completion Date and Intended Completion date for the whole of the Works).
- 2.3 The documents forming the Contract shall be interpreted in the following order of priority:
 - (1) Agreement
 - (2) Letter of Acceptance and notice to proceed with Works Contractor's Bid.
 - (3) Contract Data
 - (4) Conditions of Contract including Special Conditions of Contract
 - (5) Specifications
 - (6) Drawings
 - (7) any other documents listed in the Contract Data as forming part of the Contract and
 - (8) Bill of quantities

3. Language and Law

- 3.1 The language of the Contract and the law governing the Contract are stated in the Contract Data.

4. Nodal Officer or his nominee's Decisions

- 4.1 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. Delegation

- 5.1 The Nodal officer 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.

6. Communications

- 6.1 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).

7. Joint venture:

Companies/Contractors may jointly undertake contract/contracts. The number of partners in JV/Consortium shall be limited to maximum of three. Each entity would be jointly and severally



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responsible for completing the task as per the contract, however declaration of the Lead member (JV has to designate one partner as Lead Member in their MOU) to be indicated by bidders. The firms with at least 26% equity holding each are allowed to jointly meet the eligibility criteria.

8. Subcontracting

- 8.1 The Contractor may subcontract with the approval of the Nodal Officer or his nominee but may not assign the Contract without the approval of the Employer in writing. Subcontracting does not alter the Contractor's obligations.

Other Contractor

- 8.2 The Contractor shall co-operate and share the Site with other contractors, public authorities, utilities, and the Employer between the dates given in the Schedule of other contractors. The Contractor shall as referred to in the Contract Data, also provide facilities and services for them as described in the Schedule. The employer may modify the schedule of other contractors and shall notify the contractor of any such modification.

9. Personnel

- 9.1 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 or his nominee. The Nodal Officer or his nominee 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.
- 9.2 If the Nodal Officer or his nominee 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.

10. Employer's and Contractor's Risks

- 10.1 The Employer carries the risks which this contract states are Employer's risks and the Contractor carries the risks which this Contract states are Contractor's risks.

11. Employer's Risks

- 11.1 The Employers risks are;

- (a) In so far as they directly affect the execution of the Works in the country where the Permanent works are to be executed:
- (i) War and hostilities (whether war be declared or not), invasion, act of foreign enemies:
 - (ii) Rebellion, revolution, insurrection, or military or usurped power, or civil war,
 - (iii) Ionizing radiations, or contamination by radioactivity from any nuclear fuel, or from any nuclear waste, from the combustion of nuclear fuel, radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof:
 - (iv) Pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds; and
 - (v) riot, commotion or disorder, unless solely restricted to the employees of the Contractor or of his Subcontractors and arising from the conduct of the Works;



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- (vi) floods, tornadoes, earthquakes and landslides
- (vii) loss or damage due to the use or occupation by the Employer of any Section or part of the Permanent Works, except as may be provided for in the Contract;
- (viii) loss or damage to the extent that it is due to the design of the Works, other than any part of the design provided by the Contractor or for which the Contractor is responsible; and
- (ix) any operation of the forces of nature (in so far as it occurs on the Site) which an experienced contractor:
 - (i) could not have reasonably foreseen, or
 - (ii) could reasonably have foreseen, but against which he could not reasonably have taken at least one of the following measures.
 - A. prevent loss or damage to physical property from occurring by taking appropriate measures, or
 - B. insure against.

12. Contractor's risks

12.1 All risks of loss of or damage to physical property and of personal injury and death which arise during and in consequence of the performance of the Contract other than the excepted risks are the responsibility of the Contractor.

13. Insurance

13.1 The Contractor shall provide in the joint names of the employer and the Contractor, insurance cover from the Start Date to the end of the Defects Liability Period, in the amounts and deductibles state in the Contract Data for the following events which are due to the Contractors risks.

- a) Loss of or damage to the works plant and materials.
- b) Loss of or damage to Equipment;
- c) Loss of or damage property (except the Works, Plant, Materials and Equipment in connection with the Contract, and
- d) Personal injury of death.

13.2 Policies and certificates for insurance shall be delivered by the Contractor to the Nodal Officer or his nominee for the Nodal Officer or his nominee's approval before Start Date. All such insurance shall provide for compensation to be payable in the types and proportions of currencies required to rectify the loss or damage incurred.

13.3 If the Contractor does not provide any of the policies and certificates required, the Employer may effect the insurance which the Contractor should have provided and recover the premiums the



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Employer has paid from payments otherwise due to the Contractor or, if no payment of the premiums shall be a debt due.

13.4 Alternate to the terms of insurance shall not be made without the approval of the Nodal Officer or his nominee.

13.5 Both parties shall comply with all conditions of the insurance policies.

14. Site Investigation Reports

14.1 The Contractor, in preparing the Bid, shall rely on the Investigation Report referred to in the Contract Data, supplemented by any information available to the Bidder.

15. Queries about the Contract Data

15.1 The Nodal Officer or his nominee will clarify queries on the Contract Data.

16. Contractor to Construct the Works.

16.1 The Contractor shall construct and install the Works in accordance with the Specification and Drawings.

17. The Works to Be Completed by the Intended Completion Date.

17.1 The Contractor may commence execution of the Works on the Start Date and shall carry out the Works in accordance with the program submitted by the Contractor as updated with the approval of the Nodal Officer or his nominee, and complete them by the Intended Completion Date.

18. Approval by the Nodal Officer or his nominee.

18.1 The Contractor shall submit Specifications and Drawings showing the proposed Temporary Works to the Nodal Officer or his nominee, who is to approve them if they comply with the specifications and Drawings.

18.2 The Contractor shall be responsible for design of Temporary Works.

18.3 The Nodal Officer or his nominee's approval shall not alter the Contractor's responsibility for design of the Temporary Works.

18.4 NIL.

18.5 All Drawings prepared by the Contractor for the execution of the temporary or permanent Works, are subject to prior approval by the Nodal Officer or his nominee before their use.

19. Safety

19.1 The Contractor shall be responsible for the safety of all activities on the Site.

20. Discoveries.



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- 20.1 Anything of historical or other interest or of significant value unexpectedly discovered on the Site is the property of the Employer. The contractor is to notify the Nodal Officer or his nominee of such discoveries and carry out the Nodal Officer or his nominee's instructions for dealing with them.

21. Possession of the Site.

- 21.1 The Employer shall give possession of all parts of the Site to the Contractor, free from encumbrances. If possession of a part is not given by the date stated in the Contract Data the Employer is deemed to have delayed the start of the relevant activities and this will be a Compensation Event.

22. Access to the Site

- 22.1 The Contractor shall allow the Nodal Officer or his nominee and any person authorised by the Nodal Officer or his nominee access to the Site to any place where work in connection with the Contract is being carried out or is intended to be carried out and to any place where materials or plant are being manufactured, fabricated and/or assembled for the works.

23. Instructions

- 23.1 The Contractor shall carry out all instructions of the Nodal Officer or his nominee which comply with the applicable laws where the Site is located.

24. Disputes

- 24.1 If the Contractor believes that a decision taken by the Nodal Officer or his nominee was either outside the authority given to the Nodal Officer or his nominee by the Contract or that the decision was wrongly taken, the decision shall be referred to the conciliator within 28 days of the notification of the Nodal Officer or his nominee's decision.

25. Settlement of Disputes

- 25.1 If a dispute of any kind whatsoever arises between the Employer and the Contractor in connection with, or arising out of the Contract or the execution of the Works, whether during the execution of the Works or after their completion and whether before or after repudiation or after termination of the Contract, including any disagreement by either party with any action, inaction, opinion, instruction, determination, certificate or valuation of the Nodal Officer or his nominee, the matter in dispute shall, in the first place be referred to the Disputes Review Board [DRD] in case of contracts valuing more than Rs.5 crores and above, and for contracts valuing less than Rs. 5 crores, the disputes will firstly be settled by the Conciliator, failing which any party may invoke arbitration clause.

Unless the Contract has already been repudiated or terminated or frustrated the Contractor shall in every case, continue to proceed with the Works with all due diligence and the Contractor and the Employer shall give effect forthwith to every decision of the Nodal Officer or his nominee unless and until the same shall be revised, as hereinafter provided, by the conciliator or in a Dispute Review Board recommendation / Arbitral Award.

25.2 Decision by Conciliator



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- (i) The Conciliator shall give a decision in writing within 28 days of receipt of a notification of a dispute.
- (ii) Conciliator shall be paid daily at the rate specified in the contract Data together with reimbursable expenses of the types specified in the contract data and the cost shall be divided equally between the Employer and the contractor, whatever decision is reached by the conciliator, either party may refer a decision of the conciliator within 28 days of the conciliator's written decision. If neither party refers the disputes to arbitration within 28 days, the conciliators decision will be final and binding.

25.3 Arbitration clause:

Any dispute in respect of in contracts where party is dissatisfied by the Conciliators decision, shall be decided by arbitration as set forth below:

- (i) A dispute with Dispute review expert shall be finally settled by arbitration in accordance with the Indian Arbitration and Conciliation Act, 1996, or any statutory amendment thereof. The arbitral tribunal shall consist of 3 arbitrators, one each to be appointed by the Employer and the Contractor, and the third to be appointed by the mutual consent of both the arbitrators, falling which by making a reference to CIDC-SIAC Arbitration Centre from their panel.
- (ii) Neither party shall be limited in the proceeding before such arbitrations to the evidence or arguments already put before the Nodal Officer or his nominee or the Board, as the case may ne, for the purpose of obtaining said recommendations/decision. No such recommendations/decision shall disqualify the Nodal Officer or his nominee or any of the members of the Board, as the case may be, from being called as a witness and giving evidence before the arbitrators or any matter whatsoever relevant to the dispute.
- (iii) The reference to arbitration shall proceed notwithstanding that the works shall not then be or be alleged to be complete , provided always that the obligations of the Employer, the Nodal Officer or his nominee and the Contractor shall not be altered by reason of the arbitration being conducted during the progress of the works. Neither party shall be entitled to suspend the works to which the dispute relates, and payment to the contractor shall be continued to be made as provided by the contract.
- (iv) If one of the parties fail to appoint its arbitrations in pursuance of sub-clause [i], within 14 days after receipt of the notice of the appointment of its arbitrator by the other party, then chairman of the nominated Institution shall appoint arbitrator within 14 days of the receipt of the request by the nominated institution. A certified copy of the chairman's order, making such an appointment shall be furnished to both the parties.
- (v) Arbitration proceedings shall be held at, and the language of the arbitration proceeding and that of all documents and communications between the parties shall be 'English'
- (vi) The decision of the majority of arbitrators shall be final and binding upon both parties. The expenses of the arbitrators as determined by the arbitrators shall be shared equality by the Employer and the Contractor. However, the expenses incurred by each party in connection with the preparation, presentation, etc. of its case prior to, during and after the arbitration proceedings shall be borne by each party itself.
- (vii) All arbitration awards shall be in writing and shall state the reasons for the award.



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- (viii) Performance under the contract shall continue during the arbitration proceedings and payments due to the contractor by the employer shall not be withheld, unless they are subject matter of the arbitration proceedings.

26.Replacement of Conciliator

- 26.1 Should the Conciliator resign or die, or should the Employer and the Contractor agree that the conciliator is not fulfilling his functions in accordance with the provisions of the Contract; a new Conciliator will be jointly appointed by the Employer and the Contractor. In case of disagreement between the Employer and the Contractor, within 30 days the Conciliator shall be appointed by the Appointing Authorities designated in the Contract Data at the request of either party within 14 days of receipt of such request.

B. TIME CONTROL

27. Program

- 27.1 Within the time stated in the contract data the contractor shall submit to the Nodal officer or his nominee for approval a program showing the general methods arrangements, order, and timing for all the activities in the works along with monthly cash flow forecast.
- 27.2 An updates of the program shall be a program showing the actual progress achieved on each activity and the effect of the timing of the progress achieved on the timing of the remaining work including any changes to the sequence of the activities.
- 27.3 The contractor shall submit to the Nodal Officer or his nominee, for approval an updated program at intervals no longer than the period stated in the contract data. If the contractor does not submit an updates program within this period, the Nodal Officer or his nominee may withhold the amount stated in the contract data from the next payment certificate and continue to withhold this amount until the next payment after the date on which the overdue program has been submitted.
- 27.4 The nodal officer or his nominee's approval of the program shall not alter the contractor's obligations. The contractor may revise the program and submit it to the nodal officer or his nominee again at any time. A revise program is to show the effect of variations and compensation events.

28. Extension of the intended completion date.

- 28.1 The nodal officer or his nominee shall extend the intended completion date if a compensation event occurs or a variation is issued which makes it impossible for completion to be achieved by the intended completion date without the contractor taking steps to accelerate the remaining work and which would cause the contractor to incur additional cost.
- 28.2 The nodal officer or his nominee shall decide whether and by how much to extend the intended completion Date within 21 days of the contractor asking the Nodal Officer or his nominee for a decision upon the effect of a compensation event or variation and submitting full supporting information. If the contractor has failed to give early warning of a delay or has failed to cooperate in



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dealing with a delay, the delay by this failure shall not be considered in assessing the new intended completion date.

29. The Early Warning Provisions shall be as per clause 32.

30. Delays Ordered by the Nodal Officer or his nominee

30.1 The Nodal Officer or his nominee may instruct the contractor to delay the start or Progress of any activity within the works.

31. Management Meeting.

31.1 Either the Nodal Officer or his nominee or the contractor may require the other to attend a management meeting. The business of a management meeting shall be to review the plans for remaining work and to deal with matters raised in accordance with the early warning procedure.

31.2 The Nodal Officer or his nominee shall record the business of management meetings and is to provide copies of his record to those attending the meeting and to the employer. The responsibility of the parties for actions to be taken is to be decided by the Nodal Officer or his nominee either at the management meeting or after the management meeting and stated in writing to all attended the meeting.

32. Early warning

32.1 The contractor is to warn the Nodal Officer or his nominee at the earliest opportunity of specific likely future events or circumstances that may adversely affect the quality of the work, increase the contract price or delay the execution of works. The Nodal Officer or his nominee may require the contractor to provide an estimate of the expected effect of the event or circumstances on the contract price and completion Date. The estimate is to be provided by the contractor as soon as reasonably possible.

32.2 The contractor shall co-operate with the Nodal Officer or his nominee in making and considering proposals for how the effect of such an event or circumstance can be avoided or reduced by anyone involved in the work and in carrying out any resulting instruction of the Nodal Officer or his nominee.

32.3 The work does not involve any defect liability period.

C. QUALITY CONTROL

33. Identity Defects

33.1 The Nodal Officer or his nominee shall check the Contractor's work and notify the Contractor of any Defects that are found. Such checking shall not affect the Contractor's responsibilities. The Nodal Officer or his nominee may instruct the Contractor to search for a Defect and to uncover and test any work that the Nodal Officer or his nominee considers may have a Defect.

34. Tests



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- 34.1** If the Nodal Officer or his nominee instructs the Contractor to carry out a test not specified in the specification to check whether any work has a Defect and the test shows that it does the Contractor shall pay for the test and any samples. If there is no Defect the test shall be a Compensation Event.

35. Correction of Defects

- 35.1** The Nodal Officer or his nominee shall give notice to the Contractor of any Defects before the end of the Defects Liability Period, which begins at Completion and is defined in the Contract Data. The Defects Liability Period shall be extended for as long as Defects remain to be corrected.
- 35.2** Every time notice of a Defect is given the Contractor shall correct the notified Defect within the length of time specified by the Nodal Officer or his nominee's notice.

36. Uncorrected Defects

- 36.1** If the Contractor has not corrected a Defect within the time specified in the Nodal Officer or his nominee's notice the Nodal Officer or his nominee will assess the cost of having the Defect corrected, and the Contractor will pay this amount.

D. COST CONTROL

37. Bill of Quantities

- 37.1** The Bill of Quantities shall contain items for the construction, supply, installation, testing and commissioning work to be done by the Contractor.
- 37.2** The bill of quantities is used to calculate the Contract Price. The Contractor is paid for the quantity of the work done at the rate in the Bill of Quantities for each item

38. Changes in the Quantities

- 38.1** If the final quantity of the work done differs from the quantity in the Bill of Quantities for the particular item by more than + 25 percent provided the change exceeds + 10% of initial Contract Price, the Nodal Officer or his nominee shall adjust the rate (S), to allow for the change.
- 38.2** The Nodal Officer or his nominee shall not adjust rates from changes in quantities if thereby the initial Contract Price is exceeded by more than 15 percent except with prior approval of the Employer.
- 38.3** If requested by the Nodal Officer or his nominee where the quoted rate (s) of any item(s) is abnormally high, the Contractor shall provide the Nodal Officer or his nominee with a detailed cost breakdown of such rate in the Bill of Quantities.

39. Variations.

- 39.1** All Variations shall be included in updated programs produced by the Contractor.



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40. Payment for Variations.

- 40.1 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.
- 40.2 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:
- Rates and prices in Contract, if applicable plus escalation as per contract.
 - Rates and prices in the schedule of rates applicable to the contract plus ruling percentage.
 - Market rates of materials and labour, hire charges of plant and machinery used, plus 10% for overheads and profits of Contractors.
- 40.3 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:
- Rates and prices in contract, if reasonable plus escalation, failing which (ii) and (iii) below will apply
 - Rates and prices in the schedule of Rates applicable to the contract plus ruling percentage,
 - Market rates of material and labour, hire charges of plant and machinery used plus 15% for overheads and profits of contractor.
- 40.4 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.
- 40.5 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.

41. Cash flow forecasts.

- 41.1 When the program is updated, the contractor is to provide the Nodal Officer or his nominee with an updated cash flow forecast.

42. Payment Certificates.

- 42.1 The contractors shall submit to the Nodal Officer or his nominee monthly statements of the estimated value of the work completed less the cumulative amount certified previously.
- 42.2 The Nodal Officer or his nominee shall check the Contractors' monthly statement within 14 days and certify the amount to be paid to the Contractor after taking into account any credit or debit for the



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month in question in respect of materials for the works in the relevant amount and under conditions set forth in sub clause 51(3) of the Contract Data (Secure Advance).

- 42.3 The value of work executed shall be determined by the Nodal Officer or his nominee.
- 42.4 The value of work executed shall comprise the value of quantities of the items in the Bill of quantities completed.
- 42.5 The value of work executed shall include the valuation of variations and Compensation Events.
- 42.6 The Nodal Officer or his nominee may exclude any item certified in a previous certificate or reduce the proportion of any item previously certified in any certificate in the light of later information.

43. Payments

- 43.1 Bills shall be prepared and submitted by the Contractor, joint measurements shall be taken continuously and need to be connected with billing stage. System of 4 copies of measurements, one each for Contractor, Employer and Nodal Officer or his nominee, and signed by both Contractor and Employer shall be followed.
- 43.2 75% of bill amount shall be paid within 14 days of submission of the bill. Balance amount of the verified bill should be paid within 28 days of the submission of the bill.
- 43.3 For delay in payment beyond the periods specified in 43.2 above, interest at a pre-specified rate (suggested rate **SBI PLR + 2%**) p.a as on due date of payment) should be paid.
- 43.4 Contractor shall submit final Bill within 60 days of issue of defects liability certificate. Client's Nodal Officer or his nominee shall check the bill within 60 days after its receipt and return the bill to Contractor for corrections, if any 50% of undisputed amount shall be paid to the contractor at the stage of returning the bill.
- 43.5 The Contractor should re-submit the bill, with corrections within 30 days of its return by the Nodal Officer or his nominee. The re-submitted bill shall be checked and paid within 60 days of its receipt.
- 43.6 Interest at a pre-specified rate (suggested rate SBI PLR+ 2% p.a. as on due date of payment) shall be paid if the bills is not paid within the time limit specified above.
- 43.7 If an amount certified is increased in later certificates as a result of an award by the Conciliator or an Arbitrator, the Contractor shall be paid interest upon the delayed payment as set out in this clause. Interest shall be calculated from the date upon which the increased amount would have been certified in the absence of dispute
- 43.8 Items of the Works for which no rate or price has been entered in will not be paid for by the employer and shall be deemed covered by other rates and prices in the Contract.



Name of the work:- Supply and transportation of water at Kandla, Tuna and Gandhidham for a period of TWO YEARS.

44. Compensation Events

44.1 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. Possession Date stated in the Contract Data.

(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 upon 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 from 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.

(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 Data or mentioned in the contract.

Whenever any compensation event occurs, the contractor will notify the employer, within 14 days and provide a forecast cost of the compensation event.

44.2 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.

44.3 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.



Name of the work:- Supply and transportation of water at Kandla, Tuna and Gandhidham for a period of TWO YEARS.

45. Tax

- 45.1** The rates quoted by the Contractor shall be deemed to be inclusive of the sales and other taxes that the Contractor will have to pay for the performance of this Contract. The Employer will perform such duties in regard to the deduction of such taxes at sources as per applicable law. The rates to be quoted are exclusive of Service Tax. Contractor claims for reimbursement of service tax, as applicable on the contract on question as per provisions of service tax laws and amendments thereon from time to time, will be made on submission of the documentary evidence. Service tax element will not be considered for the purpose of evaluation of bid price.

46. Currencies

- 46.1** All payments shall be made in Indian Rupees unless specifically mentioned.

47. Price Adjustment

- 47.1** Contract price shall be adjusted for increase or decrease in rates and prices of labour, materials, fuels and lubricants in accordance with the following principles and procedures and as per formula given.

The price adjustment shall apply for the work done from the start date given in the Contract data upto end of the initial intended completion date or extensions granted by the Nodal Officer or his nominee and shall not apply to the work carried beyond the stipulated time for reason attributable to the contractor.

- (I) The Price adjustment for increase or decrease in the cost shall be paid in accordance with the following formula:

$$V = 0.85 \times Q \times R \times [(P - P_o)/P_o]$$

Where,

V = Variation in price on account of Labour / Diesel / Cement / Steel / All Commodities during the month under consideration.

P_o = Market rate of Diesel / Cement / Steel / All Commodities on the date of opening of Technical bid. (Consumer Price Index for Labour).

P = Market rate of Diesel / Cement / Steel / All Commodities during the month under consideration. (Consumer Price Index for Labour).

Q = Percentage of Labour / Diesel / Cement / Steel / All Commodities.

R = Value of work done during the month under consideration.

Note : i) Escalation to be computed for relevant items. Percentage that shall govern the escalation under Q shall be predetermined and indicated in tender document for each component i.e. Labour, Fuel, Cement, Steel, All Commodities etc.



Name of the work:- Supply and transportation of water at Kandla, Tuna and Gandhidham for a period of TWO YEARS.

47.2 NIL.

47.3 To the extent that full compensation for any rise of fall in costs to the contractor is not covered by the provisions of this or other clauses in the contract, the unit rates and prices included in the contract shall be deemed to include amount to cover the contingency of such other rise or fall in costs..

SUBSEQUENT LEGISLATION

If , after the date 28(Twenty eight)prior to the date for submission of tenders for the contract there occur changes to any National or Statute Statute, Ordinance or Decree or other law or any regulation or bye law of any local or other duly constituted authority or introduction of any such statute, ordinance, decree, law, regulation or bye law which causes additional or reduced cost to the contractor in execution of the contract, such additional or reduced cost shall, after due consultation with the employer and the contractor be determined by the nodal officer or his nominee and shall be added to or deducted from the contract price and the nodal officer or his nominee shall notify the contractor accordingly with a copy to the employer.



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48. Retention

- 48.1 The employer shall retain from each payment due to the contractor the proportion stated in the contract data until completion of the whole of the works.
- 48.2 Retention money shall be deducted at 5% from each running bill, subject to a maximum of 5 percent of the contract price. Retention money shall be refunded within 14 days from the date of payment of final bill.

49. Liquidated damages

- 49.1 In case of delay in completion of the contract, liquidated damages (L.D) may be levied at the rate of 1/2% of the contract value per week of delay or part thereof, subject to a maximum of 10 per cent of the contract price.
- (i) The owner, if satisfied, that the works can be completed by the contractor within a reasonable time after the specified time for completion, may allow further extension of time at its discretion with or without the levy of L.D. In the event of extension of time at its discretion with L.D, the owner will be entitled without prejudice to any other right or remedy available in that behalf per cent (1/2%) of the contract value of the works for each week or part of the week subject to the ceiling defined in sub-clause 49A.
- (ii) The owner, if not satisfied that the works can be completed by the contractor, and in the event of failure on the part of the contractor to complete work within further extension of time allowed as aforesaid, shall be entitled, without prejudice to any other right, or remedy available in that behalf, to rescind the contract.
- (iii) The owner, if not satisfied with the progress of the contract and in the event of failure of the contractor to recoup the delays in the mutually agreed time frame, shall be entitled to terminate the contract.
- (iv) In the event of such termination of the contract as described in clauses 49A(ii) or 49A(iii) or both the owner shall be entitled to recover L.D. up to ten per cent (10%) of the contract value and forfeit the security deposit made by the contractor besides getting the work completed by other means at the risk and cost of the contractor.
- (v) The ceiling of LD shall be 10% of the cost of work.
- (vi) In case part / portions of the work can be commissioned and port operates the portion for commercial purpose, the rate of LD will be restricted to the uncompleted value of work, the maximum LD being on the entire contract value.
- Note: Contract price for LD shall be inclusive of tender price plus taxes and duties. For calculation of incentive payment, contract price shall be exclusive of tender price plus taxes and duties.



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50. Incentives or Bonus

For early completion of the contract before the stipulated date of completion of work, an incentive amount @ 0.25 % of the contract price may be paid to the contractor for every fortnight of early completion, subject to maximum cap of 5% of the contractor price. The port if satisfied, that the works can be completed by the contractor within a reasonable time after the specified time for completion, may allow extension of time at its discretion, the extension which the contractor make himself eligible for incentive, the extension shall be considered only till the actual date of completion and no incentive shall be payable. For calculation of incentive payment, contract price shall be exclusive of tender price plus taxes and duties.

51. Advance payment

The Employer shall make the following advance payments:

- 51.1 Mobilization Advance shall be paid up to 10% of contract price, payable in two equal instalments. The first instalment shall be paid after mobilization has started and next instalment shall be paid after satisfactory utilization of earlier advance.
- 51.2 Construction / installation equipment advance shall be paid upto 5% of contract price.
- 51.3 Mobilization advance and Construction equipment advance shall be paid at SBI PLR + 2% p.a. (as on date of payment) interest at the discretion of employer and against bank guarantee for such advance and against hypothecation of construction equipment to the employer. However, availing of advance payment be optional with the bidder exercising the option along with the tender.
- 51.4 Equipment advance shall be paid in two or more equal instalments. First instalment shall be paid after construction equipment has arrived at the site and next instalment shall be paid after satisfactory utilization of earlier advances (s).
- 51.5 Recovery of Mobilization and Construction Equipment advance will start when 15% of the work is executed and recovery of total advance should be completed by the time 80% of the original contract work is executed.
- 51.6 The Nodal Officer or his nominees shall make advance payment in respect of materials and plant brought to site for but not yet incorporated installed in the works in accordance with conditions stipulated in the Contract Date. 75% of cost of materials and plant brought to site for incorporation into the works only shall be paid as secured advance. Materials which are of perishable nature should be adequately insured.

52. Performance Securities

Security Deposit shall consist of two parts; a) Performance Guarantee to be submitted at award of work, and b) Retention money to be recovered from Running Bills.



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Security Deposit shall be 10% of Contract price of which 5% of contract price should be submitted as Bank Guarantee, or online transfer within 21 days of receipt of Letter of Acceptance and balance 5% recovered as Retention Money from Running Bills. Recovery of 5% of Retention Money to commence from the first bill onwards @ 5% of bill value from each bill. Retention Money & balance SD be refunded within 14 days from the date of payment of final bill.

53. NIL.

54. Cost of Repairs.

54.1 Loss or damage to the works or materials to be incorporated in the works between the start date and the end of the defects correction period shall be remedied by the Contractor at the Contractor's cost if the loss or damage arises from the Contractor's acts or omissions.

E. FINISHING THE CONTRACT.

55. Completion.

55.1 After completion of the work, as a whole the contractor will serve a written notice to the Nodal Officer or his nominee/Employer to this effect. The Nodal Officer or his Nominee/Employer upon receipt of this notice shall conduct a complete joint survey of the work within 7 days and prepare a defects list jointly. The defects pointed out by the Nodal Officer or his nominee/Employer would be rectified by the contractor within 14 days and thereafter acceptance report be signed jointly by the contractor and the employer. This joint acceptance report shall be treated as "completion Certificate".

56. Taking over

56.1 The employer shall take over the site and the works within seven days of the Nodal Officer or his nominee issuing a certificate of completion.



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57. Final Account

- 57.1 The Contractor shall supply to the Nodal Officer or his nominee a detailed account of the total amount that the Contractor considers payable under the contract before the end of the Defects Liability period. The Nodal Officer or his nominee shall issue a defects liability certificate and certify any final payment that is due to the contractor within 60 days of receiving the contractor's account if it is correct and complete. If it is not, the Nodal Officer or his nominee shall issue within 15 days a schedule that states the scope of the corrections or additions that are necessary for the correction and certify payment of 50% of the undisputed amount to the contractor. If the final account is still unsatisfactory after it has been resubmitted the Nodal Officer or his nominee shall decide on the amount payable to the contractor and issue a payment certificate, within 60 days of receiving the contractor's revised account.

58. Operating and Maintenance Manuals

- 58.1 If "as built" Drawings and /or operating and maintenance manuals are required the contractor shall supply them by the dates stated in the Contract Data.
- 58.2 If the contractor does not supply the drawings and /or manuals by the dates stated in the contract data, or they do not receive the Nodal Officer or his nominees approval, the Nodal Officer or his nominee shall withhold the amount stated in the contract data from payments due to the contractor.

59. Termination

- 59.1 The employer or the Contractor may terminate the contract if the other party causes a fundamental breach of the contract.
- 59.2 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.
 - (i) If the contractor has contravened clause 9.00



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For the purpose of this paragraph: “corrupt practice” means the offering, giving receiving or soliciting of any thing of value to influence the action or a 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”.

- 59.3 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 subclause above, the Nodal Officer or his nominee shall decide whether the breach is fundamental or not.
- 59.4 Notwithstanding the above, the employer may terminated 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.
- 59.5 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.

60. Payment upon Termination.

- 60.1 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 liquidity damages shall not apply, if the total amount due to the employer exceed any payment due to the contractor, the difference shall be a debt payable to the employer.
- 60.2 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, repartition of the contractors 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.

61. Property

- 61.1 All materials on the Site, Plant, Equipment, Temporary Works and Works for which payment has been made to the contractor by the Employer, are deemed to be the property of the Employer, if the Contract is terminated because of a Contractor’s default.

62. Release from Performance.

- 62.1 If the Contract is frustrated by the outbreak of war or by other event entirely outside the control of either the Employer or the Contractor, the Nodal Officer or his nominee shall certify that Contract



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has been frustrated. The Contractor shall leave the Site and stop work as quickly as possible after receiving this certificate and shall be paid for all work carried out before receiving it and for any work carried out afterwards to which commitment was made.

63. NIL.

F. SPECIAL CONDITIONS OF CONTRACT

1. 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.

The Contractor shall, if required by the Nodal Officer or his nominee, deliver to the Nodal Officer or his nominee a return in detail, in such form and at such intervals as the Nodal Officer or his nominee 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 or his nominee may require.

2. COMPLIANCE WITH LABOUR REGULATIONS:

During continuance of the contract, the Contractor and his sub contractors shall abide at all times by all existing labour enactment and rules made there under, regulations, notifications and by laws of the State or Central Government or local authority and any other labour law (including rules) regulations, bye laws that 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 major labour laws that are applicable to construction industry are given below. The Contractor shall keep the Employer indemnified in case any action is taken against the employer by competent authority on account of contravention of any of the provisions of any Act or rules made there under, regulations or notifications including amendments. If the Employer is caused to pay or reimburse such amounts as may be necessary to cause or observe, or for non-observance of the provisions stipulated in the notifications/bye laws/Acts/Rules/regulations including amendments, if any, on the part of the Contractor the Nodal Officer or his nominee/Employer shall have the right to deduct any money due to the Contractor including his amount of performance security. The Employer/Nodal Officer or his nominee shall also have right to recover 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.

- **SALIENT FEATURES OF SOME MAJOR LAWS APPLICABLE TO ESTABLISHMENTS ENGAGED IN BUILDING AND OTHER CONSTRUCTION WORK.**

- (a) Workmen Compensation Act 1923:- The act provides for compensation in case of injury by accident arising out of and during the course of employment.



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- (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 establishments employing 10 or more employees.
- (c) Employees P.F and Miscellaneous Provision Act 1952:- The Act Provides for monthly contribution by the employer plus workers @ 12%/8.33%. the benefits payable under the Act are:
 - (i) Pension to family 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 other benefits to workmen/ employees in case of confinement or miscarriage etc.
- (e) Contract Labour (Regulation & Abolition) Act 1970:- The Act provides for certain welfare measures to be provided by the Contractor to contract labour and in case the Contractor fails to provide, the same are required to be provided, by the 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 establishments 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 Wages fixed by appropriate Government as per provisions of the Act if the employment is a scheduled employment Construction of Buildings, Roads, Runways are scheduled employment.
- (g) Payment of Wages Act 1936:- It lays down as to by what date the wages are to be paid when it will be paid and what deductions can be made from the wages of the workers.
- (h) Equal Remuneration Act 1979:- The Act provides for payment of equal wages for work of equal nature to Male and Female workers and for not making discrimination against Female employees in the matters of transfers, training and promotions etc.
- (i) Payment of Bonus Act 1965:- The Act is 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 upto 3500/- per month shall be worked out by taking wages as Rs.2500/- per month only. The Act does not apply to certain establishments. The newly set-up establishments are exempted for five years in certain circumstances. Some of the State Governments have reduced the employment size from 20 to 10 for the purpose of applicability of this Act.
- (j) Industrial Disputes Act 1947:- The Act lays down the machinery and procedure for resolution of industrial disputes, in what situations a strike or lockout becomes illegal and what are the requirements for laying off or retrenching the employees or closing 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 conditions of employment



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by the Employer on matters provided in the Act and get same certified by the designated Authority.

- (l) Trade Unions Act 1926:- The Act lays down the procedure for registration of trade union of workmen and employers. The Trade Union registered under the Act have been certain immunities 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 occupations and processes and provides for regulation of employment of Children in all other occupations and processes. Employment of Child Labour is prohibited in Building and Construction Industry.
- (n) Inter-State Migrant workmen's (Regulation of Employment & Conditions 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 situated in another state). The Inter-State migrant workmen, in establishment to which this Act becomes applicable, are required to be provided certain facilities such as housing, medical aid, travelling expenses from home upon the establishment and back, etc.

- (o) The Building and Other Construction workers (Regulation of Employment and Conditions of Service Act 1996 and the Cess Act of 1996:- All the establishments who carry on any building or other construction work and employs 10 or more workers are covered under this Act. All such establishments are required to pay cess 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 at the Building or Construction work and other welfare measures, such as Canteens, First-Aid facilities. Ambulance, Housing accommodations for workers near the work 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 plans before setting up a factory, health and safety provisions, welfare provisions, working hours, annual earned leave and rendering information regarding accidents or dangerous occurrence to designated authorities. It is applicable to premises employing 10 persons or more with aid of power or 20 more persons without the aid of power engaged in manufacturing process.



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SECTION 4

CONTRACT DATA



Name of the work:- Supply and transportation of water at Kandla, Tuna and Gandhidham for a period of TWO YEARS.

CONTRACT DATA

Items marked “N/A” do not apply in this contract.

The following documents are also part of the contract	clause reference
The schedule of other contracts	(8 (Section -3))
The schedule of key personnel	(9 (Section -3))

The above insertions should correspond to the information provided in the invitation of bids.

The employer is

Name :- DEENDAYAL PORT AUTHORITY,

Address: A.O building, PO Box No-50, Gandhidham, (Gujarat)

Name of authorized representative is: Chief Engineer

Address: A.O building, PO Box No-50, Gandhidham, (Gujarat)

The nodal officer or his nominee is:

Name: Superintending Engineer (PL)

Address Annexe, Ground floor,A.O.Bldg, Gandhiidham

Name of authorized representative is: Asst. Exe. Engr. (PL)/Asst. Engr. / J.E.

Address Estate Office, Old Kandla

The name and identification number of the contract is “Supply and transportation of water at Kandla, Tuna and Gandhidham for a period of TWO YEARS.”

The works consist of “_____”

The start date shall be _____

The intended completion date for the whole

Of the work is 24 **months** with the following milestones:(17 & 28(section 3))

Milestone dates: NIL.

The following documents also form part of the contract

The contractor shall submit a program for the works

Within Fifteen days of delivery of the letter of acceptance/work order.



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The site possession dates shall be

Section 1

Section 2

Section 3

The site possession dates shall be given after the award of work.

The site is located at Kandla, Gandhidham, Adipur and Tuna and is defined in drawing . (1)

The work do not involve any defect liability period. (35)

The minimum insurance cover for physical property, injury and death is Rs. 10.00 Lacs (Rs. Ten Lacs) per occurrence with the number of occurrences limited to four. After each occurrence, contractor will pay additional premium necessary to make insurance valid for four occurrences always.

The following event shall also be compensation events: (44)

1. The employer terminates the contract for his convenience

2. _____.

3. _____.

4. _____.

The period between programme updates shall be **15** days (27)

The amount to be withheld for late submission of an updated programme shall be **Rs. 5,000/-**. (27)

The language of the contract documents is English (3)

The law, which applies to the contract, is law of union of India (3)

The currency of the contract is Indian rupees. (46)

Fees and types of reimbursable expenses to be paid to the Dispute Review Expert (25)

Appointing authority for the conciliator CIDC – SIAC Arbitration Center
Is DEENDAYAL PORT AUTHORITY (26)

The Formula (e) for adjustment of price are:

A(i) Escalation is payable for contracts with duration more than 12 months and whose estimated cost is more than Rs. 5 crores. However, only statutory variation limited to duties and taxes are considered for adjustment in contract price.

A(ii) For calculation Escalation, base price should be taken as on the date of opening of the bids.



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B The contract document should specify the suitable percentage of input for labour, materials like cement, steel, bitumen, POI and other materials and equipments usage for the purpose of calculating escalation.

C Escalation should be calculated, based on

- Notified fair wages and in the absence of which consumer price index for labour would be applicable,
- Market rate for cement and steel
- Average official retail price of bitumen and POL, and
- Whole sale price index for other materials,
- Published Government Documents should be used for calculation of escalation amount

D Escalation Reimbursement should be calculated for to the extent of 85% of the escalation so calculated.

E Beyond the contract period and during extended completion period, the variation in price will be at the frozen consumer price index / market rates prevailing on the original schedule date of completion of work expect when the delay is on port account.

R= Value of work as defined in Clause 47.1 of condition of contract.

Adjustment formula: (Refer Section-5)

(I) Price adjustment for increase or decrease in the cost shall be paid in the accordance with the following formula:

$$V=0.85XQXR\{(P -P_o) /P_o\}$$

V= Variation in price on account of labour / Diesel / Cement / Steel/ Bitumen during the month under consideration.

Po = Market rate of diesel / steel, / cement,/ bitumen on the date of opening of the bids.(Consumer Price Index for Labour)

P= Market rate of diesel / steel, / cement,/ bitumen during the month under consideration. (Consumer Price Index for Labour)

Q= Percentage of labour /diesel / cement / steel / bitumen component.

R= Value of work during the month under consideration.


Note: Escalation to be computed for relevant items. Percentage that shall govern the escalation under Q shall be predetermined and indicated in Tender for each component i.e. Labour, Fuel, Cement, Steel, Bitumen etc.



Name of the work:- Supply and transportation of water at Kandla, Tuna and Gandhidham for a period of TWO YEARS.

SECTION 5

SPECIAL CONDITION AND SPECIFICATIONS

	Name of the work:- Supply and transportation of water at Kandla, Tuna and Gandhidham for a period of TWO YEARS.
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SPECIAL CONDITIONS AND SPECIFICATIONS

- A. The provision in special condition which form a part of the contract shall have precedence over those specified in Section 1, 2, 3, 4 and 8 of Contract in case of diversity if any.
- B. The following clauses will **not** applicable. **Section 1**
- **CLAUSE 4.1c,d,e,g 4.2 d,e,j,k, 4.3 (iv), 4.4, 4.5**
 - **CLAUSE 5.2,8.2,9.2,13.4,22.2,26.1,26.234,35**

Section 2

SPECIMEN FOR FORM OF BID

- **Clause (c), (g), d**

CONTRACTOR'S BID

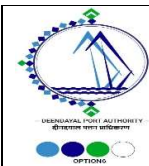
- We accept the appointment of _____ as the conciliator
(Not Applicable)
-
- (OR)
-
- We do not accept the appointment of _____ as the conciliator and proposed instead that _____
_____ be appointed as conciliator whose daily fee and biographical data are attached. (Not Applicable)

Pre qualification of bidder

- **Table 5,6 & 7**

(Section 3)

- **Para 2 of Clause 1.1**
- The Conciliator is the person appointed jointly by the Employer and the contractor to resolve disputes in the first instance as provided for in Clauses 24 and 25. The name of the Adjudicator is



Name of the work:- Supply and transportation of water at Kandla, Tuna and Gandhidham for a period of TWO YEARS.

defined in the Contract Data.

- **Clause 7,8,9,24,21.1,25,26,43.2 to 43.7,44,45**
- **Clause 47, 50,51**
- **(Section4)**
- Conciliator and Adjustment formula is not applicable under Contract Data
- The schedule of other contracts (Not Applicable)
- The schedule of key personnel (Not Applicable)

(Section 6)


- FORMS FOR DISPUTE REVIEW BOARD AGREEMENT.
- PROFORMA OF JOINT VENTURE/CONSORTIUM AGREEMENT
- Joint Venture Partner information form.
- Specimen Bank Guarantee for Advance payments.
- Stage Payment

SPECIAL CONDITIONS & SPECIFICATIONS


- 1 If the contractor suffers any delay the Engineer-in-Charge may grant at his discretion an extension of time for completion of work. However, no claims/disputes etc. arising out of extension of time so granted shall be entertained.

The contractor while filling up their rates in the tender should consider the above aspects.


- 2 Workmanship shall be the best possible quality and all work shall be carried out by skilled workmen except for those which normally require unskilled persons. If the laws of the local Government/Municipal or other authority require the employment of licensed or registered workmen for various trades, the contractor shall arrange to have the work done by such licensed/registered personnel.
- 3 The work shall be carried out in accordance with the best standards of workmanship and to entire satisfaction of Engineer-in-Charge.
- 4 An order book is to be maintained by the contractor at the site of work and orders and instruction written in the order book shall be deemed to have been legally issued to the contractor and the contractor shall sign each entry in the order book as a token of having seen the same. The order book shall be property of the Board and shall be handed over to the Engineer-in-Charge of the work in good condition after the completion of the work or whenever required by the Engineer-in-Charge.

	<p>Name of the work:- Supply and transportation of water at Kandla, Tuna and Gandhidham for a period of TWO YEARS.</p>
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- 5 The contractor shall be required to execute the work in such a way so as not to cause any damage, hindrance or interference with port activities going on in the area or nearby. He should not also deposit the materials at such places which may cause inconvenience to the public and the work going on in the nearby area.
- 6 The contractor shall have to make good all damages done by him to the structures nearby while executing the work and no extra payment shall be made to him on that account.
- 7 For the purpose of measurements, the method prescribed in the 'Indian Standard' specifications shall be applicable in addition to those prescribed in Boards Schedule of Rates unless stated otherwise stated in contract. In case of any ambiguity the decision of the Engineer-in-charge shall be final.
- 8 The notes and datas furnished in DEENDAYAL PORT AUTHORITY, Schedule of Rates in force will be considered for measurement purpose in the case of lead, weight, allowance for voids etc. of the materials.
- 9 All the labour acts, rules and regulations in force from time to time are to be followed by the contractor.
- 10 Income tax deduction at applicable rates and surcharge as applicable thereon shall be made while making the payment to the contractor for carrying out the work and only net amount shall paid as directed by the Central Board of the direct taxes, Ministry of Finance, Government of India.
- 11 During the execution of work the contractor shall employ only such persons who are careful, perfectly skilled and experienced in his field of work. The Engineer-in-Charge shall be at liberty to object and ask the contractor to remove from the work any person employed by the contractor for execution of work, in the opinion of Engineer-in-Charge, misconducts or he is found negligence in the proper performance of his duties as such persons shall not be again employed on the work without permission of Engineer-in-Charge.
- 12 All the precautions regarding the safety of the work shall have to be taken and the instruction of Engineer-in-charge in this respect shall have to be followed strictly.
- 13 The Engineer-in-charge may delete any number of items included in his tender (contract) without assigning any reasons and without any financial liability.
- 14 All the tools, plants, scaffolding, ladder etc. and other machinery etc. required temporary for the purpose of execution of work will have to be arranged by the contractor at his own cost, and storing of such tools, plants etc. will have to be made by him.
- 15 Unless otherwise specifically mentioned the rates quoted for all items includes for all lead and lift and no extra claims shall be entertained on this account.

	<p>Name of the work:- Supply and transportation of water at Kandla, Tuna and Gandhidham for a period of TWO YEARS.</p>
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- 16 The contractor shall not deposit and store any materials in such a way so as not to cause inconvenience to the Port users and hindrance in the port activities.
- 17 FORCE MAJURE: This will be restricted to acts of God only.
- 18 All works within the scope of this Tender must be completed within a period of 24 months from the date of written order of the Engineer-in-charge to commence the work.
- 19 It must be clearly understood that the rates quoted in the tender are to include for everything required to be done as per instructions for tendering, conditions of contract, specifications and drawings referred to therein and also for all such work as is necessary for the proper completion of the works although specifically mention thereof may not have been made in the tender schedule, specification or drawings, the rates are for works in-situ should be inclusive off all incidentals necessary for carrying out the “Works”.
- 20 The Contract is liable to be cancelled in case either contractor himself or any of his employees if found to be Engineer of Gazetted rank of Government Officer, employee an Engineering Department of Government of India or DEENDAYAL PORT AUTHORITY within two years of retirement and do not process the permission from the concerned authority for working as contractor or his employee or his employee.
- 21 The tenderers are not expected to make any post tender modifications. Hence, the tenderer should not make any correspondence regarding the tenders after submission of the same of due date and time. No cognizance of any correspondence shall be taken and if any tenderer persists with the same, necessary action will be initiated against him. All the tenders received on or before the due date & time shall be opened, if otherwise found in order.
- 22 In the case of discrepancy between the schedule of quantities, the specification and / or the drawings, the following order of preference shall be observed:-
 - i) Description of schedule of quantities.
 - ii) Particular specification and special condition, if any.
 - iii) Drawings.
 - iv) C.P.W.D. specifications.
 - v) Indian standard specifications of B.I.S.
- 23 While evaluating the tender, due regard will be paid to national defence.
- 24 The Engineer-in-charge reserves the right to make necessary changes in the diameter of bars provided in the drawings and no claims what-so-ever on account of change in diameter of bars will be entertained.
- 25 DEENDAYAL PORT AUTHORITY shall employ third party quality monitoring to the work for the purpose of quality proof. The contractor shall extend all necessary

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assistance, services as may be required, without any extra cost, necessary test shall be carried out if directed by the third party.

26 SUBMISSION OF BID

Bidders who wish to participate will have to procure/ should have legally valid Digital Certificate, as per Information Technology Act-2000, using which they can sign their electronic bids. The bidders can procure the Digital Certificate from (n) code solutions a division of GNFC Ltd, who are licensed certifying authority by Government of India. All bids should be digitally signed. For details regarding Digital signature certificate and related matters, the below mentioned address should be contacted: (n) code Solutions, A Division of GNFC, 301 GNFC Infotower, Bodakdev, Ahmedabad. Tel. 91 79 26857316/17/18 Fax: 91 79 26857321 E-mail: nprocure@gnvfc.net Mobile: 9327084190 / 9898589652.

The accompaniments to the tender documents as described under Clause 4.2 shall be Scanned and submitted On-Line along with Tender documents. However, the originals/ attested hard copies shall have to be forwarded subsequently so as to reach the office of Superintending Engineer (PL) within 7 days of opening of the tenders.


a. The envelopes shall be addressed to:
The Superintending Engineer (PL),
Pipe Line Division
Ground Floor,A.O. Bldg , Annexe Building
DEENDAYAL PORT AUTHORITY
Gandhidham-370201,
Kutch District Gujarat-State, INDIA
And submitted on <http://kpt.nprocure.com>
bear the following identification:

Accompaniments for “Supply and transportation of water at Kandla, Tuna and Gandhidham for a period of TWO YEARS.”

Bid reference No
Name and address of the bidder.

27 DEADLINE OF SUBMISSION OF BID

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

	<p>Name of the work:- Supply and transportation of water at Kandla, Tuna and Gandhidham for a period of TWO YEARS.</p>
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- b. The Employer may extend the deadline for submission of bids by issuing an amendment in accordance with Clause 9, 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.
- c. At the time of submission of the tender document, the tenderer shall give an undertaking that no changes have been made in document. The uploaded version of the Port Tender Document will be treated as authentic tender and if any discrepancy is noticed at any stage between the Port's tender document and the one submitted by the tenderer, the conditions mentioned in the Port's uploaded document shall prevail. Besides, the tenderer shall be liable for legal action for the lapses.

28 **BILLS TO BE SUBMITTED MONTHLY**

A Bill shall be submitted by the contractor each month on or before the date fixed by the Engineer-in-charge for all works executed in the previous month, and the Engineer-in-charge shall take or cause to taken the requisite measurement for the purpose of having the same verified, and the claim, as far as admissible, adjusted as far as possible, before the expiry of ten days from the presentation of the bill. If the contractor does not submit the bill within the time fixed as aforesaid, the Engineer-in-charge may depute within seven days of the date fixed as aforesaid, subroutine to measure up the said work in the presence of the contractor whose counter signature to the measurement list will be sufficient warrant, and the Engineer-in-charge may prepare a bill from such list.

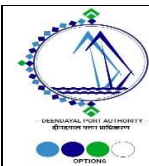
29 **Contractor to be given a week to file objections to the measurements recorded by the Department.**

Before taking measurement of any work as has referred to in Clause 6,7, and 8 hereof, the Engineer-in-charge or a subordinate deputed by him shall give reasonable notice to the contractor if the contractor fails to attend at the measurements after such notice of fails to countersign or to record the difference within a week from the date of measurement in the manner required by the Engineer-in-charge then in any such event the measurement taken by the Engineer-in-charge or by the subordinate deputed by him as the case may be shall final and binding on the contractor and the contractor shall have no right to dispute the same

30 **BILLS TO BE ON PRINTED FORMS**

The contractor shall submit all bill on the printed forms to be had on application at the office of the Engineer-in-charge and the charges in the bills shall always be entered at the rates specified in the tender or in the case of any extra work ordered in purpose of these conditions and not mentioned or provided for in the tender at the rates hereinafter provided for such work


31 **PAYMENT OF CONTRACTOR'S BILL TO BANK**



Name of the work:- Supply and transportation of water at Kandla, Tuna and Gandhidham for a period of TWO YEARS.

Payments due to the contractor may, if so desired by him be made to his bank instead of direct to him, provided that the contractor furnishes to the Engineer-in-charge (1) an authorisation in the form of a legally valid document such as a power of attorney conferring authority on the bank to receive payment and (2) his own acceptance of the correctness of the account made out as being due to him by the Board or his signature on the bill or other claim, preferred against the Board before settlement by the Engineer-in-charge of the account or claim by payment to the bank, while the receipt given by such bank shall constitute a full and sufficient discharge for the payment the contractor should, wherever possible, present his bills duly receipted and discharged through his bankers. Nothing herein contained shall operate to creates in favor of the any rights of equities vis-à-vis the Board.

32. Prospective bidders may raise query relating to bidding conditions bidding process and / or rejection of its bid. The reason for rejecting a tender or non-issuing a tender to prospective bidder will be disclosed where written enquiries are made by the concerned bidder.
33. The work of transportation of water involves transportation of potable water through tank lorries at various locations at Cargo Jetty area, Oil Jetty area, Bunder area, Staff Colonies at New Kandla, Old Kandla and Tuna Port and the work of supplying of water involves supplying of potable water through tank lorries at Water Tower No: 1 & 2, New Kandla, A. O. Building, Port & KDLB Colony, Gopalpuri.
34. The contract shall be valid for 24 months from the date of written work order and can be extended for further period upto 02 months with mutual consent at the same rate and terms & conditions.
35. Contractor has to arrange entry permit for entering the port premises from CISF/Security Officer, DEENDAYAL PORT AUTHORITY.
36. Contractor has to make his own arrangement of hoses etc. to deliver water at required locations.
37. The tanker engaged for supply of potable water shall be thoroughly cleaned before use and shall be fit to carry potable water.
38. Payment shall be made on monthly basis for the actual quantity of water supplied and bills submitted.
39. Work shall be carried out to the entire satisfaction of Engineer-in-Charge and as per directions from time to time.
40. Contractor will be informed for transportation / supply of the water. He shall immediately make arrangement to transport / supply the same as and when required even in odd hours to meet the emergency.

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41. The contractor has to arrange his own pumping set to fill the water in overhead tanks and PVC tanks kept at different locations within Cargo Jetties.
42. All the operation and running maintenance cost of pump set of tank lorries is to be borne by the Contractor.
43. Water is to be lifted upto height of 10 mtrs. at various locations.
44. Contractor has to comply all the motor vehicle act/rules and regulations and DEENDAYAL PORT AUTHORITY will not be responsible for any violations of rules for use of vehicle for the work.
45. The rates shall remain firm during the Contract period. However, if there is a increase / decrease in rate of diesel on the date of submission of tender and during the currency of contract then the contract price shall be adjusted for increase or decrease for the respective item as per following formula.

Difference in cost = C x W x (P-P₀)
to be paid during period
under consideration.

W = The water transported in KL during the period under consideration.

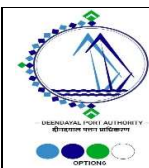
P = Retail price of HSD received at Kandla by Indian Oil Corporation Ltd.
for the period under consideration.

P₀ = Retail price of HSD received at Kandla by Indian Oil Corporation Ltd.
as on date of opening of technical bid.

C = Co-efficient for tender items as under:


Tender Item No: 1	-	0.12
Tender Item No: 2	-	0.34
Tender Item No: 3	-	0.10
Tender Item No: 4	-	0.30
Tender Item No: 5	-	0.19
Tender Item No: 6	-	0.12

46. The contractor is expected to have full knowledge of work. Work site and nature and magnitude of work and no claim what so ever shall be entertained in this regard.
47. The tender containing the condition for lowering or raising the rates quoted shall be summarily liable for rejection.
48. (Void).
49. Contractor should strictly follow the schedule of supply of water given by Engineer in charge or his representative.




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50. The contractor shall be required to execute the work in such a way so as not to cause any damage or hindrance or interference to the activities and work going on in the areas adjoining thereof. Any such damages shall be repaired by him at his own cost. If he does not repair the damages, the same will be repaired by DEENDAYAL PORT AUTHORITY at the sole risk and cost of contractor and amount will be recovered from the bills due.
51. The Engineer in charge will be entitled to deduct or adjust any sums of money payable by the contractor to the Board under the terms of any contract executed by him or on his behalf from the present contract.
52. All tools, paints, hoses, pumping machinery's, tackles etc. are to be brought by contractor for carrying out the work to the complete satisfaction of Engineer in charge without any extra cost and storing of such materials will have to be made by him.
53. Tender with any inscription in Schedule 'B' or other enclosure shall be summarily liable for rejection.
54. All the labour acts, rules and regulations in force from time to time are to be followed by the contractor.
55. (Void).
56. The value of stamp to be affixed on agreement shall be of appropriate value prescribed for bond as per latest provision of law enforced on the date of execution of contract. However if the contractor furnished the G.P.F. notes or approved guarantee in respect of part of Security Deposit, the stamp duty chargeable for the amount shall be as prescribed for agreement payable in accordance with latest provision of law enforced on the date of execution of contract. All the cost of stamp duty shall be borne by the contractor.
57. Necessary Indian Dock Safety Regulation for the safety purpose shall be adhered by contractor and he will be responsible for any violation of the same.
58. Letter of Acceptance intimating the contractor about the proposed acceptance of tender will be issued by the Chief Engineer, the tender agreement in approved form bearing the stamp of required value be executed by Chief Engineer on behalf of the board having common seal of the board. The final acceptance letter shall be issued by the Chief Engineer on non-judicial stamp paper of Rs. 100/- to be borne by the contractor, In Case the contractor desire to have duplicate copy of letter of acceptance, he shall to pay an additional amount of Rs. 100/- only.
59. The Bank Guarantee submitted in lieu of Security Deposit must be from any Nationalized Bank/ schedule bank having its branches at Gandhidham (Kutch).
60. In case of extreme shortage of water, contractor shall arrange immediately the additional tank lorries and transport / supply potable water to the places as directed by Engineer in Charge if required day and night services are to be given failing of

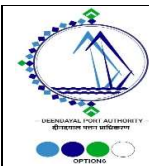
	<p>Name of the work:- Supply and transportation of water at Kandla, Tuna and Gandhidham for a period of TWO YEARS.</p>
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compliance of above instructions Engineer in Charge can manage the tank lorry and carry out the work at the risk cost and consequence of contractor.

61. Contractor should see before quoting their rates the location, lead of underground tanks to be filled from road etc. and quote their rates taking into above considerations. The rate quoted is final and binding to the contractor and no escalation, what so ever shall be entertained on this account.
62. The tender documents submitted by the contractor and correspondences exchanged between him and DEENDAYAL PORT AUTHORITY authorities prior to acceptance of the tender and thereafter shall from part of an agreement even though formal agreement duly signed is not executed.
63. Quantity of water supplied shall be measured in KL as per the weighment in computerized weigh bridge as and when required. During the progress of work weighment shall be carried out by the contractor. All the charges for weighment shall be borne by the contractor.
64. Contractor has to take signature from the concerned in charge in token of receipt of water.
65. Sufficient care shall be taken by the contractor to prevent leakage of water while loading and unloading of water.
66. **Retention Money & balance SD be refunded within 14 days from the date of payment of final bill.**
67. DEENDAYAL PORT AUTHORITY is at liberty and empowered to reject or turn down the contract at any time during currency of tender. Contractor is supposed to carry out any quantity of item as specified / awarded on the same rates, terms and conditions of the Contract. No claim whatsoever shall be entertained on this account.
68. Security Clause: While evaluating tenders required care would be paid to National Defence and Security Requirements.
69. The tankers used to supply / transportation at water should be fitted with pumping set to lift the water at 10 m height.
70. The tenders are not expected to make any post-tender modification. Hence the tenders should not make any correspondence regarding the tenders after submission of the same on due date and time. No cognizance of any correspondence shall be taken and if any tenderer persists with the same, necessary action will be intimated against him. All the tenders received on or before the due date & time shall be opened, if otherwise found in order.
71. Information regarding Income Tax Permanent Account No. (PAN) and GST Registration No. may be enclosed along with the tender documents.

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72. The purchase of water will depend upon the availability of water with DEENDAYAL PORT AUTHORITY. The purchase may not be regular. It shall be as and when required. The quantity of water shall be increased / decreased as per requirement. No claim what so ever shall be entertained afterwards on this account. The quantity to be supplied by Contractor will not fixed, which may vary up to any limit.
73. The potability of water should be got tested by Port Laboratory before commencement of supply of water and also as and when required by the Engineer in charge to maintain the quality of water.
74. The delivery hose pipe of the tanker shall be leak proof and if leakage will be found the recovery of wastage of water will be made on prorata basis.
75. The bidders / tenderers shall give an undertaking that they 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.
76. The bidders / tenderers shall disclose any payments made or proposed to be made to any intermediaries (agents etc.) in connection with the bid.
77. Prospective bidder(s) may raise query relating to bidding conditions, bidding process and / or rejection of its bid. The reasons for rejecting a tender or non-issuing a tender to prospective bidder will be disclosed where written inquiries are made by the concerned bidder.
78. Liquidated damages shall be levied at the rate of 0.50% (per week / part thereof) of contract value for delay of each week or part thereof subject to maximum of 10% of contract value in the event of failure to complete the work in the stipulated period of completion or such extension as may be granted.
79. Proper handing over of filled bottle to DPT representative at location to be delivered and recovered back empty is to be carried by contractor.
80. If any empty bottle will be theft / misplaced no any extra charge shall be paid by DPT.
81. The supply of bottles shall be regular and at given time by the contractor, delay or no supply shall be recovered 2 times of the supply rates or estimated rate whichever is higher.
82. In order to get wider contribution qualifying criteria have been modified.
83. **GST Clause:-**
 - (a) The contractor shall quote the price exclusive of GST. The contractor shall quote prevailing GST rate separately which shall be reimbursed by DPT after ascertaining necessary compliance as per Goods & Service Tax – 2017. The contractor should have valid GST registration number to become eligible for Participating in the bid. The TDS on GST as per the applicability will be



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deducted. However, GST will not be considered for evaluation of bid Price. All other duties, taxes, cesses applicable if any, shall be borne by the contractor.

- (b) GST Registration should be invariably mentioned in the bid / tender, failing which the bid / tender will be treated as non-responsive and liable to be discharged.
- (c) GST & PAN No. may be furnished with documentary evidence along with the Tender Documents.
- (d) It is mandatory to upload scanned copies of all the documents including GST registration certificate as stipulated in the bid document. If such document is not uploaded his bid will become invalid and cost of bid document shall not be refunded.
- (e) The TDS under GST Act is required to be deducted @ 2% (1% CGST and 1% SGST or 2% IGST) from payment / credit given to contractors /professionals and others for work order/contracts exceeding Rs. 2,50,000.00
- (f) “Contractor / service provider / supplier etc... has to ensure timely and proper filling GSTR-1 so the DEENDAYAL PORT AUTHORITY can avail input tax credit in timely manner. In case DOT not allowed input tax credit due to failure on part of the contractor / service provider / supplier etc..., it will be a financial loss to the DPT and therefore same shall be recovered from the payment / deposit of the contractor / service provider / supplier”

84. **Removal of rejected/sub-standard materials**

- (a) Whenever any material brought by the contractor to the site of work is rejected, entry thereof should invariably be made in the Site Order Book under the signature of the Assistant Engineer, giving the approximate quantity of such materials.
- (b) As soon as the material is removed, a certificate to that effect shall be recorded by the JE/AE against the original entry, giving the date of removal and mode of removal, including the registration number of the truck and a copy of gate pass wherever applicable.

85. **Deviation in quantities**

Normally deviation means deviation in quantities of agreement items, i.e. where there is increase or decrease in the quantities of items of work specified in the agreement. Rates for such deviated items shall be calculated strictly as per the provision of agreement clauses.

86. **Deriving the Market rates :**

As per provisions of variation clauses sometimes rates are to be determined based on market rates in certain conditions. In such cases the contractor within 14 days of receipt of order for execution of deviated quantities, extra or substituted items beyond permissible limits and before the commencement of such work shall give notice, for revision of rates, supported by proper analysis, for such quantities. Engineer-in-Charge



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shall consider the analysis submitted by contractor and determine the rates on basis of market rates. Further in case market rates are less than the agreement rates then in such a case Engineer-in-Charge should give notice to the contractor within one month of occurrence of the excess and should decide the rates based on market rates considering the reply of contractor. The analysis of rates on market rates should be on similar lines as adopted in the justification of tender except that market rates of material / labour, hire charges of plant and machinery intended to be used prevailing at the time of such order or occurrence shall be adopted. Over and above the market rates so arrived 10% would be added for overheads and profit of the contractor.

87. Extra/Substituted Items

87.1 Definition

- a) Extra items of work are items that are completely new, and are in addition to the items contained in the contract.
- b) Substituted items are items that are taken up with partial modification or in lieu of items of work in the contract.
- c) One agreement item can be substituted by multiple items.
- d) The rate of any substituted item against agreement item up to deviation limit shall be derived as per provisions of variation Clause. Rate of remaining quantity of substituted item executed beyond deviation limit shall be determined on the basis of market rate.
- e) Similarly rate of extra item shall also be derived as per provisions of variation clause.


88. INTEGRITY PACT

88.1 The bidder has to execute Integrity Pact agreement with DEENDAYAL PORT AUTHORITY (As per Appendix) Shri S K Sarkar, IAS (Retd.) and Shri Saurabh Candra, IAS(Retd.) Has been nominated as Independent External Monitor for Integrity Pact. Whose address is as under :


(1) Shri S.K.Sarkar, IAS (RetD.)
B-104, Nayantara Aptt.,
Plot No.08-B, Sec-07, Dwarka,
New Delhi – 110 075
Mobile No. 98111 49324
Email :- sksarkar1979@gmail.com

(2) Shri Saurabh Chandra, IAS (RetD.)
A-9, Sector-30,
Noida (UP) 201301
Mobile No. 9871322133
Email: saurabh7678@yahoo.co.in

88.2 Scanned copy of pre- contract Integrity Agreement (as per appendix) is to be uploaded during preliminary stage duly scanned, stamped, signed and dated along with witness signatures. Original hard copy of Pre contract Integrity Pact Agreement shall be submitted by post or hand immediately after closing date of online E-tender failing which tender shall be considered irrelevant.


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89. (Void)
90. (Void)
91. (Void)
92. The rate quoted by Contractor shall be Realistic. During the Evaluation of Tender if rates quoted by contractor are found un-realistic, the tender shall be considered non-responsive and Engineer-in-charge reserved right to cancel and no any correspondence shall be entertained in this regard.
93. The contractor shall carry out the as per specification & time line failing which Notice will be issued and after three notice. If performance not satisfactory, Contractor will be debarred from participating in new tenders of civil Engineering Department for a period two years.
94. The payment to the worker deployed by the Contractor should be paid through their respective account only. The Contractor has to submit the bills along with documentary proof for payments made to the labourers through the bank.
95. **Arbitration Clause**
 - (I) Except where otherwise provided in the contract all questions and disputes relating to the meaning of the specifications, designs, drawings and instructions here in before mentioned and as to the quality of workmanship or materials used on the work or as to any other question, claim, right, matter or any other thing whatsoever, in any way arising out of or relating to the contract, design, drawings, specifications, estimates, instructions, orders or to the conditions or otherwise concerning the works or regarding the execution or failure to execute the same whether arising during the progress of work or after the completion thereof as described here in after shall be referred to the Chairman for sole arbitration by himself or by any officer appointed by him.
 - (II) It will be no objection to any such appointment that the arbitrator is an employee of the Board or the Government, that he had to deal with the matter to which the contract relates and that in course of his duties as an employee of the Board or the Government, he had expressed views on all or any of the matters in dispute or of different.
 - (III) The arbitrator who has been dealing with 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 holding the office, shall arbitrate himself or appoint any officer to act as arbitrator.
 - (IV) It is also a term of the contract that no person other than the Chairman himself or any officer appointed by him shall act as arbitrator.

	<p>Name of the work:- Supply and transportation of water at Kandla, Tuna and Gandhidham for a period of TWO YEARS.</p>
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- (V) It is a term of the contract that only such question and disputes as were raised during progress of work till its completion and not thereafter shall be referred to arbitration. However, this would not apply to the questions and disputes relating to liabilities of parties during the guarantee period after completion of the work.
- (VI) It is a term of the contract that the party invoking arbitration shall give a list of disputes with amounts of claim in respect of each said disputes alongwith the notice seeking appointment of arbitrator.
- (VII) It is also a term of contract that if the contractor does not make any demand for appointment of arbitrator in respect of any claims / disputes in writing, as aforesaid, within 120 days of receiving the intimation from the Engineer –in-charge that the final bill is ready for payment, the claim of the contractor shall be deemed to have been waived and absolutely barred and the Port Trust shall be discharged and released of all liabilities under the contract in respect of these claims.
- (VIII) It is also a term of the contract that the arbitrator shall adjudicate only such disputes / claims as referred to him by the appointing authority and give separate award against each dispute/claims as referred to him. The arbitrator will be bound to give claim wise detail and speaking award and it should be supported by reasoning.
- (IX) The award of the arbitrator shall be final, conclusive and binding on all the parties to the contract.
- (X) The arbitrator may from time to time, with the consent of both the parties, enlarge the time for making and publishing the award.
- (XI) Arbitration shall be conducted in accordance with the provision of Indian Arbitration Act, 1996 or any statutory modifications or re-enactment thereof and rules made thereunder and for the time being in force shall apply to the arbitration proceedings under this clause.
- (XII) It is also a terms of the contract that if any fees are payable to the arbitrator, this shall be paid equally by both the parties.
- (XIII) It is also a term of the contract that the arbitration shall be deemed to have been entered on the reference on the date he issued the first notice to both the parties calling them to submit their statement of claims and counter statement of claims.
- (XIV) Venue of arbitration shall be such place as may be fixed by the arbitrator at his sole discretion.

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

	<p>Name of the work:- Supply and transportation of water at Kandla, Tuna and Gandhidham for a period of TWO YEARS.</p>
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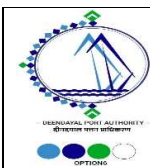
SECTION 6

FORMS OF SECURITIES AND OTHER FORMATS

	<p>Name of the work:- Supply and transportation of water at Kandla, Tuna and Gandhidham for a period of TWO YEARS.</p>
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FORMS OF SECURITIES AND OTHER FORMATS

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



Name of the work:- Supply and transportation of water at Kandla, Tuna and Gandhidham for a period of TWO YEARS.

SPECIMEN BANK GUARANTEE FOR STAGE PAYMENT

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

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

In consideration of the Board of Deendayal Port Authority incorporated under the Major Port Authorities Act, 2021 (hereinafter called "The Board" which expression shall unless excluded by or repugnant to the context or meaning thereof be deemed to include the Board of Deendayal Port Authority, (its successors and assigns) having agreed to release stage payment to (hereinafter called the "contractor")

(Name of the contractor/s)

under the terms and condition of the contract, vide from the demand under the condition of the contract, vide _____'s letter No _____

(Name of the Department)

Date _____ made between the contractors and the Board for execution of _____ covered _____ under _____ Tender

No. _____ dated _____ (hereinafter called "the said contract") for the payment of Advance Payment in cash or Lodgement of Government Promissory Loan Notes for the due fulfilment by the said contractors of the terms and condition of the said contract, on production of a bank Guarantee for Rs. _____ (Rupees _____)

only we, the (Name of the Bank and Address) _____ (her

ereinafter referred to as "the Bank") at the request of the contractors do hereby undertake to pay to the Board an amount not exceeding Rs. _____

(Rupees _____) only against any loss or damage caused to or suffered by the Board by reason of any breach by the contractors of any of the terms and conditions of the said contract.

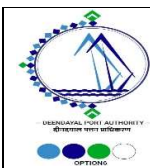
2. We, _____, do hereby
(Name of Bank) (Name of Branch)

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

3 We, _____, undertake to pay to the
(Name of Bank and Branch)

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

4. We, _____ further agree with the Board that the



Name of the work:- Supply and transportation of water at Kandla, Tuna and Gandhidham for a period of TWO YEARS.

(Name of Bank and Branch)

guarantee herein contained shall remain in full force and effect during the period that would be taken for performance of the said contract and that it shall continue to be enforceable till all the dues of the Board under or by virtue of the said contract have been fully paid and its claims satisfied or discharged or till the _____

(Name of the user department)

of the said certifies that the terms and conditions of the said contract have been fully and properly carried out by the said Contractors and accordingly discharge this guarantee. PROVIDED HOWEVER that the Bank shall be the request of the Board but at the cost of the Contractors, renew or extend this guarantee for such further period or periods as the Board may require from time to time.

5. We, _____ further agree with the Board that
the (Name of Bank and Branch)

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

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

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

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

9. Notwithstanding anything contained herein:

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

(b) This Bank Guarantee shall be valid upto _____ ; and

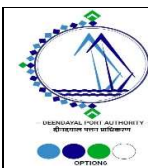
(c) We are liable to pay the guarantee amount or any part thereof under this Bank Guarantee only and only if you serve upon us a written claim or demand on or before _____ (date of expiry of Guarantee)."

Date _____ day of _____ 20

For (Name of Bank)

(Name)

Signature



Name of the work:- Supply and transportation of water at Kandla, Tuna and Gandhidham for a period of TWO YEARS.

SPECIMEN BANK GUARANTEE PERFORMANCE
GUARANTEE/ SECURITY DEPOSIT
(To be executed on Rs.300/- non-judicial Stamp Paper)

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

In consideration of the Board of Deendayal Port Authority incorporated by the Major Port Authorities Act, 2021 (hereinafter called "The Board" which expression shall unless excluded by or repugnant to the context or meaning thereof be deemed to include the Board of Deendayal Port Authority (its successors and assigns) having agreed to release Secured Deposit payment to hereinafter called the contractor/s)

(Name of the contractor/s) Under the terms and conditions of the contract, vide

_____ 's letter No _____
(Name of the Department) Date _____ made between the contractors and the Board for execution of _____ covered under Tender No. _____ dated _____ (hereinafter called "the said contract") for the payment of Security Deposit in cash or Lodgement of Government Promissory Loan Notes for the due fulfillment by the said contractors of the terms and conditions of the said contract, on production of a bank Guarantee for Rs. _____ (Rupees _____) only we, the (Name of the Bank and Address) _____ (hereinafter referred to as "the Bank") at the request of the contractors do hereby undertake to pay to the Board an amount not exceeding Rs. _____ (Rupees _____) only against any loss or damage caused to or suffered or which would be caused to or suffered by the Board by reasons of any breach by the contractors of any of the terms and conditions of the said contract.

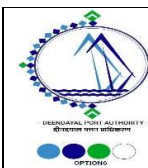
2. We, _____, do hereby
(Name of Bank) (Name of Branch)

Undertake to pay the amount due and payable under this guarantee without any demur merely on a demand from the Board stating that the amount claimed is due by way of loss or damage caused to or which would be caused to or suffered by the Board by reason of any breach by the contractors of any of the terms and conditions of the said contract or by reason of contractors failure to perform the said contract. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this Guarantee. However, our liability under this guarantee shall be restricted to any amount not exceeding Rs. _____ (Rupees _____) only.

3 We, _____, undertake to pay to the
(Name of Bank and Branch)

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

4. We, _____ further agree with the Board that the
(Name of Bank and Branch)



Name of the work:- Supply and transportation of water at Kandla, Tuna and Gandhidham for a period of TWO YEARS.

guarantee herein contained shall remain in full force and effect during the period that would be taken for performance of the said contract and that it shall continue to be enforceable till all the dues of the Board under or by virtue of the said contract have been fully paid and its claims satisfied or discharged or till the _____

(Name of the user department)

of the said certifies that the terms and conditions of the said contract have been fully and properly carried out by the said Contractors and accordingly discharge this guarantee. PROVIDED HOWEVER that the Bank shall be the request of the Board but at the cost of the Contractors, renew or extend this guarantee for such further period or periods as the Board may require from time to time.


5. We, _____ further agree with the Board that the
(Name of Bank and Branch)
Board shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said contract or to extend the time of performance by the said contract or to extend the time of performance by the said Contractors from time to time or to postpone for any time or from time to time any of the powers exercisable by the board against the said Contractors and to forebear or enforce any of the terms and conditions relating to the said contract and we shall not be relieved from our liability by reason of any such variation or extensions being granted to the contractors or for any forbearance, act or omission on the part of the Board or any indulgence shown by the board to the Contractors or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.
6. This guarantee will not be discharged due to the change in the constitution of the Bank or the Contractor(s).
7. It is also hereby agreed that the Courts in [**Gandhidham**] would have exclusive jurisdiction in respect of claims, if any, under this Guarantee.
8. We, _____ Bank lastly undertake not to revoke this guarantee during its currency except with the previous consent of the Board in writing.
9. Notwithstanding anything contained herein:
 - (a) Our liability under this Bank Guarantee shall not exceed Rs. _____ (Rupees _____ only);
 - (b) This Bank Guarantee shall be valid upto _____ ; and
 - (c) We are liable to pay the guarantee amount or any part thereof under this Bank Guarantee only and only if you serve upon us a written claim or demand on or before _____ (date of expiry of Guarantee)."

Date _____ day of _____ 20

For (Name of Bank)

(Name)

Signature

	<p>Name of the work:- Supply and transportation of water at Kandla, Tuna and Gandhidham for a period of TWO YEARS.</p>
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Specimen EMD (Bank Guarantee Format)

[The Bank shall fill in this Bank Guarantee Form in association with the instructions indicated.
To be executed on Rs. 300.00 non Judicial Stamp Paper]

(Bank's name and address of Issuing Branch or Office)

Beneficiary: The Board of Deendayal Port Authority,
Address:- A.O.Building, Gandhidham.

Date: _____

Tender Guarantee No.: _____

We have been informed that [name of the Tenderer] (hereinafter called "the Tenderer") has submitted to you its Tender dated (hereinafter called "the Tenderer") for the execution of [name of Contract] under Invitation for Tenders No.[Number]. Furthermore, we understand that, according to your conditions, Tenders must be supported by an EMD.

At the request of the Tenderer, we [name of Bank] hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of [amount in figures] ([amount in words]) upon receipt by us your first demand in writing accompanied by a written statement stating that the Tenderer is in breach of its obligation(s) under the Tender conditions, because of Tenderer:

- (a) Has withdrawn its Tender during the period of tender validity specified by the Tenderer in the Form of Tender; or
- (b) Having been notified of the acceptance of it's Tender by the Employer/Board during the period of Tender validity, (i) fails or refuses to execute the Form of Agreement, if required, or (ii) fails or refuses to furnish the performance guarantee, in accordance with the Instructions to Tenderers.


This guarantee will expire unless otherwise extended or informed by the Employer/Board:

- (a) If the Tenderer is the successful Tenderer, upon our receipt of copies of the contract signed by the Tenderer and the performance guarantee issued to you upon the instruction of the Tenderer; or
- (b) If the Tenderer is not the successful tenderer, upon the earlier of
 - (i) Our receipt of a copy of your notification to the Tenderer of the name of the successful Tenderer; or
 - (ii) Twenty-eight days after the expiration of the Tenderer's tender or any extended period thereof;

Consequently, any demand for payment under this guarantee must be received by us at the office on or before that date.

[Signature(s)]

[Authorization letter from the issuing bank that the signatory of this BG is authorised to do so should also be enclosed]

	<p>Name of the work:- Supply and transportation of water at Kandla, Tuna and Gandhidham for a period of TWO YEARS.</p>
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AGREEMENT


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

WHEARS the Board is desirous of carrying out the work of _____” and whereas the Contractor has offered to execute and complete such works at a total cost of Rs. _____

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


(1) Rs. _____ paid in the form of online transfer vide Transaction No. _____

Dt. _____ / Bank Guarantee towards 5% of Contract value as Performance Guarantee.

	<p>Name of the work:- Supply and transportation of water at Kandla, Tuna and Gandhidham for a period of TWO YEARS.</p>
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NOW THIS AGREEMENT WITNESSETH AS FOLLOWS

1. In this agreement words and expressions shall have the same meaning as are respectively assigned to them in the conditions of contract hereafter referred to.
2. The following shall be deemed to form and be read and construed as part of this agreement relating to the said work, viz.
 - a. Notice Inviting Tender (Page No. _____ to _____)
 - b. The tender submitted by the contractor including Schedule “A” and “B”. (page No. _____ to _____)
 - c. General Rules and direction for the guidance of the tenders. (Page No. _____ to _____)
 - d. Schedule of drawing (Page No. _____ to _____)
 - e. General and Special Conditions of the Contract. (Page No. _____ to _____)
 - f. The Specifications, designs and method of construction (Page No. _____ to _____)
 - g. The schedule of items of work with quantities and rates. (Page No. _____ to _____)
 - h. Correspondence exchanged before the issue of letter of acceptance by which the conditions of contract are amended, varied or modified in any way by manual consent (to be enumerated). (Page No. _____ to _____)
 - i. Work Order No. _____ issued vide letter No. _____ (Page No. _____ to _____)
 - j. Additional drawings, specifications and written instructions when issued by or approved in writing by the Engineer – in – charge. (Page No. _____ to _____).
3. The Contractor hereby covenants with the Board to complete and maintain the said works to the satisfaction of the Board in conformity in all respects, with the provision of the said contract.
4. The Board hereby covenants to pay the Contractor in consideration of such work "the contract price" at the time and in the manner prescribed by the said Contract.

	<p>Name of the work:- Supply and transportation of water at Kandla, Tuna and Gandhidham for a period of TWO YEARS.</p>
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5. IN WITNESS WHEREOF the parties hereunto have set their hands and seals the day and year first above written signed and sealed by the Contractor in the presence of :

M/s. _____

(Name, signature Designation and
Seal of the Contractor)

WITNESS

1. _____

2. _____
Contractor

Signed , sealed & delivered
By Chief Engineer on

behalf of the Board in the

Presence of :

Chief Engineer

DEENDAYAL PORT AUTHORITY.

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


Witness : (Name, Signature, address)

1. _____

2. _____

(Dy. HOD & XEN)
The common seal of the
Board of DEENDAYAL PORT
AUTHORITY affixed in
the presence of :

SECRETARY
DEENDAYAL PORT AUTHORITY

	<p align="center">Name of the work:- Supply and transportation of water at Kandla, Tuna and Gandhidham for a period of TWO YEARS.</p>
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DISPUTES REVIEW BOARD AGREEMENT
(To be executed on Rs. 300/- non-judicial Stamp Paper)

THIS AGREEMENT, made and entered into thisDay of20
 Between (“the Employer/ Board”) and
 (“the contractor”), and the Disputes Review Board (“the
 DRBoard”) consisting of one/three DRBoard Members, (Members from either party, i.e.
 contractor and Employer/Board)

(1)
(2)
(3)

[Note: Delete whatever is not applicable]

WITNESSETH, that

WHEREAS, the Employer/Board and the contractor have contracted for the execution of
 Project name).....(the “contract”) and

WHEREAS, the contract provides for the establishment and operation of the DRBoard NOW


THEREFORE, the parties hereto agree as follows:

1 .The parties agree to the establishment and operation of the DRBoard in accordance with this
 DRBoard Agreement.


1. Expect for providing the services required hereunder, the DRBoard Members should not give any advice to either party or to the Nodal Officer or his nominee concerning conduct of the works.

The DRBoard Members:


- (a) Shall have no financial interest in any party to the contract or the Nodal Officer or his nominee, or a financial interest in the contract, except for payment for services on the DRBoard.

	<p>Name of the work:- Supply and transportation of water at Kandla, Tuna and Gandhidham for a period of TWO YEARS.</p>
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- (b) Shall have had no previous employment by, or financial ties to, any party to the contract, or the Nodal Officer or his nominee, expect for fee based consulting services on other projects, all of which must be disclosed prior to appointment to the DRBoard.
 - (c) Shall have disclosed in writing to the parties prior to signature of this Agreement any all recent or close professional or personal relationships with any director, officer, or employee of any party to the Nodal Officer or his nominee, and any and all prior involvement in the project to which the contract relates;
 - (d) Shall not, while a DRBoard Member be employed whether as a consultant or otherwise by either arty to the contract, or the Nodal Officer or his nominee, expect as a DRBoard Member.
 - (e) Shall not, while a DRBoard Member, engage in discussion or make any agreement with any party to the contract, or with the Nodal Officer or his nominee, regarding employment whether as a consultant or otherwise either after the contract is completed or after services as a DRBoard Members.
 - (f) Shall be and remain impartial and independent of the parties and shall disclose in writing to the Employer/Board, the contractor, the Nodal Officer or his nominee, and one another any fact or circumstances which might be such to cause either the Port or the contractor to question the continued existing of the impartiality and independence required of DRBoard Members.
3. Except for its participation in the DRBoard activities as provided in the contract and in this Agreement none of the Employer / Board, the contractor, the Nodal Officer or his nominee, and one another any fact or circumstances which might be such to cause either the Employer/Board or the contractor to question the continued existence of the impartiality and independence required of DRBoard Members.
4. The contractor shall:
- a) Furnish to each DRBoard Member one copy of all document which the DRBoard may request including contract document, progress report, variation orders, and other document, pertinent to the performance of the contract.
 - b) In co-operation with the Employer/Board, co-ordinate the site visits of the DRBoard, including conference facilities and secretarial and copying services.

	<p>Name of the work:- Supply and transportation of water at Kandla, Tuna and Gandhidham for a period of TWO YEARS.</p>
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5. The DRBoard shall serve throughout the operation of the contract. It shall begin operation following execution of this Agreement, and shall terminate its activities after issuance of the taking over certificate and the DRBoard's issuance of its Recommendation on all disputes referred to it.
6. DRBoard Member, shall not assign or subcontract any of their work under this Agreement.
7. The DRBoard Members are independent and not employees or agents of either the Employer/Board or the Contractor.
8. The DRBoard Members are absolved of any personal or professional liability arising from the activities and the Recommendations of the DRBoard.
9. Fees and expenses of the DRBard Member[s] shall be agreed to and shared equally by the Employer/Board and the Contractor. If the DRBoard requires special services, such as accounting, data research and the like, both the parties must agree and cost shall be shared by them as mutual agree.
10. DR Board's site visit:
 - a. The DR Board shall visit the site and meet with representative of the Employer/Both and the contractor and the nodal officer are his nominee at regular intervals, at times of critical construction events, and at the return request of either party. The timing of site filing agreement shall be fixed by the DRBoard
 - b. Site meeting shall consist of an informal discussion of the status construction of the works followed by an inspection of the work, both attended by personal from the employer/Board, the contractor and the nodal officer or his nominee
 - c. If request by either parties or the DR Board, the employer/Board will prepare minutes of the meeting and circulate them for comments of the parties and the nodal officer or his nominee.
11. Procedure for disputes referred to the DRBoard:
 - a) If either party objects to any action or inaction of the other party or the Nodal Officer or his nominee, the objecting party may file a written Notice of Dispute to the other party with a copy to the Nodal Officer or his nominee stating that it is given pursuant to clause [number] and starting clearly and in detail the basis of the dispute.


	<p>Name of the work:- Supply and transportation of water at Kandla, Tuna and Gandhidham for a period of TWO YEARS.</p>
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- b) The party receiving the Notice of Dispute will consider it and respond in writing within 7 days after receipt.
- c) This response shall be final and conclusive on the subject, unless a written appeal to the response is filed with the responding party within 7 days of receiving the response. Both parties are encouraged to pursue the matter further to attempt to settle the dispute. When it appears that the dispute cannot be resolved without the assistance of the DRBoard either party may refer the dispute to the DRBoard by written Request for Recommendation to the Board, the other party and the Nodal Officer or his nominee starting that it is made pursuant to [insert relevant clause no.]
- d) The Request for recommendation shall state clearly and detail the specific issues of the dispute to be considered by the DRBoard.
- e) When a dispute is referred to the DRBoard, and the DRBoard is satisfied that the dispute requires the DRBoard's assistance, the DRBoard shall decide when to conduct a hearing on dispute. The DRBoard may request that written documentation and arguments from both parties be submitted to each DRBoard Members before the hearing begins. The parties shall submit insofar as possible agreed statements of the relevant facts.
- f) During the hearing, the contractor, the Employer/ Board, the Nodal Officer or his nominee shall each have ample opportunity to be heard and to offer evidence.

The DRBoard's Recommendation for resolution of the dispute will be given in writing, to the Employer/ Board, the contractor and the Nodal Officer or his nominee as soon as possible, and in any event not more than 28 days after the DRBoard's final hearing on the dispute.

12. Conduct of Hearing:

- a) Normally hearing will be conducted at the sites, but any location that would be more convenient and still provide all required facilities and access to necessary documentation may be utilized by the DRBoard. Private sessions of the DRBoard may be held at any location convenient to the DRBoard.
- b) The Employer/ Board, the Nodal Officer or his nominee and contractor shall have representatives at all hearing.

	<p>Name of the work:- Supply and transportation of water at Kandla, Tuna and Gandhidham for a period of TWO YEARS.</p>
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- c) During the hearing, no DRBoard Member shall express any opinion concerning the merit of any facet of the case.
- d) After the hearings are concluded, the DRBoard shall meet privately to formulate its Recommendation. All DRBoard deliberation shall be conducted in private, with all individual views kept strictly confidential. The DRBoard's Recommendations, together with an explanation of its reasoning shall be submitted in writing to both parties and to the Nodal Officer or his nominee. The pertinent contract provision, applicable laws and regulations, and the facts and circumstances involved in the dispute.

The DRBoard shall make every effort to reach a unanimous Recommendation. If this proves impossible, the majority shall decide, and the dissenting member may prepare a written minority report for submission to both parties.

[Notes: Delete if it is one member DRBoard]

13. If during the contract period, the Employer/ Board and the contractor are of the opinion that the Disputes Review Board is not performing its function properly, the Employer/ Board and the contractor may together disband the Disputes Review Board. In such an event, the disputes shall be referred to Arbitration straightaway.

The Employer/Board and the contractor shall jointly sign a notice specifying that the DRBoard shall stand disbanded with effect from the date specified in the notice. The notice shall be posted by a registered letter with AD or delivery of the letter, even if he refuses to do so.-

	<p>Name of the work:- Supply and transportation of water at Kandla, Tuna and Gandhidham for a period of TWO YEARS.</p>
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<p align="center">SPECIMEN FORMAT FOR DECLARATION <i>(To be executed on bidder's letter head)</i></p>

To

(Project Title)

Ref: _____

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

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

Date:

Place:

Name of the Applicant: _____

Represented by (Name & Capacity) _____



Name of the work:- Supply and transportation of water at Kandla, Tuna and Gandhidham for a period of TWO YEARS.

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

(To be executed on Bank's Letter Head)

Date:

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

Dear Sir,

Sub: Our Bank Guarantee No. _____
dated _____

for Rs. _____ favouring yourselves
issued on a/c of


M/s. _____
(Name of contractor)

.....

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

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

Name of signature of Bank Officer

	<p>Name of the work:- Supply and transportation of water at Kandla, Tuna and Gandhidham for a period of TWO YEARS.</p>
--	--

**SPECIMEN LETTER OF AUTHORITY FOR
SUBMISSION OF BID**
(To be executed on Rs.300/- non Judicial Stamp Paper)

To
The (PORT Address)

Dear Sir,

We-----
----- do hereby confirm that Shri (Name, designation and Address) is/are authorized to represent us to bid, negotiate and conclude the agreement on our behalf with you against tender no. ----- and his specimen signature is appended here to ..

We confirm that we shall be bound by all and whatsoever our said signatory shall commit.
We understand that the communication made with him by the Employer/Board shall be deemed to have been done with us in respect of this Tender.


[specimen signature]

Yours faithfully,

Signature:

Name & Designation:

For & on behalf of:

	Name of the work:- Supply and transportation of water at Kandla, Tuna and Gandhidham for a period of TWO YEARS.
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Annexure-__

EXCEPTIONS AND DEVIATIONS


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

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

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

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

Date on _____ day of _____, _____ [insert date]

	Name of the work:- Supply and transportation of water at Kandla, Tuna and Gandhidham for a period of TWO YEARS.
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Annexure-I

Revised Format of Integrity Pact

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. 02-PL/2024. 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.

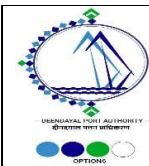
(b) The Principal will, during the tender process treat all Bidder(s) with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential / additional information through which 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 2



Name of the work:- Supply and transportation of water at Kandla, Tuna and Gandhidham for a period of TWO YEARS.

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.

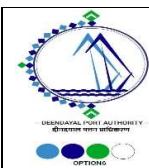
c. The Bidder(s) / Contractor(s) will not commit any offence, under the relevant Prevention of Corruption Act / Indian Penal Code / PC Act; further the Bidder(s) / Contractor(s) will not use improperly, for purposes of competition, or personal gain, or pass on to others, any information or document provided 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. 3



Name of the work:- Supply and transportation of water at Kandla, Tuna and Gandhidham for a period of TWO YEARS.

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

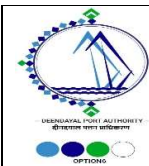
(1) The Bidder declares that, no previous transgressions occurred in the last three years with any other company in any country confirming to the anti-corruption approach or with any other Public Sector Enterprises in India, that could justify his exclusion from the tender process.

(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. 4



Name of the work:- Supply and transportation of water at Kandla, Tuna and Gandhidham for a period of TWO YEARS.

Section 7 - Criminal charges against violating Bidders / Contractors

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

Section 8 - External Independent Monitor

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

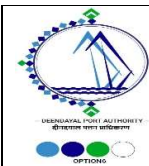
(2) The Monitor is not subject to instructions by the representative of the parties and performs his / her functions neutrally and independently. The Monitor would have access to all Contact documents, whenever required. It will be obligatory for him / her to treat the information and documents of the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

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

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

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

(6) As soon as the Monitor notices, or believes to notice, a violation of this agreement, he / she will so inform the Management of the Principal and request 5



Name of the work:- Supply and transportation of water at Kandla, Tuna and Gandhidham for a period of TWO YEARS.

the management to discontinue, or take corrective action. The Monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.

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

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

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

Section 9 - Pact Duration

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

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

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

Section 10 - Other Provisions

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

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

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

(4) Should one or several provisions of this agreement, turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions. 6



Name of the work:- Supply and transportation of water at Kandla, Tuna and Gandhidham for a period of TWO YEARS.

- (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.

अधिदिक अमियता (पाला)
Superintending Engineer (PL)
(For & on behalf of the Principal)
(Office Seal)
Deendayal Port Authority

(For & on behalf of the Bidder/Contractor)
(Office Seal)

Place : Gandhidham


Date : ____/____/20____

Witness-1:

(Sign, Name & Address)

Witness-2 :

(Sign, Name & Address)

	<p>Name of the work:- Supply and transportation of water at Kandla, Tuna and Gandhidham for a period of TWO YEARS.</p>
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ANNEXURE - I
FORMAT OF BID SECURITY DECLARATION FROM BIDDERS
(On Bidders Letter head)

Bid Security Declaration Form

Date: _____

Tender No. **02-PL/2024**

To (insert complete name and address of the Employer/ Purchaser)

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 year 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 purchaser during the period of bid validity (i) fail or reuse to execute the contract, if required, or (ii) fail or 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 an on behalf of (insert complete name of Bidder)

Dated on _____ day of _____ (insert date of signing)

Corporate Seal (where appropriate)



Name of the work:- Supply and transportation of water at Kandla, Tuna and Gandhidham for a period of TWO YEARS.

SECTION 7

BILL OF QUANTITIES
