

DEENDAYAL PORT AUTHORITY
CIVIL ENGINEERING DEPARTMENT



TENDER DOCUMENTS FOR

CSR work for Kutch Mahila Kalyan Kendra at Bhuj

Executive Engineer (C)
Construction Division,
Annexe, A.O. Building,
Room No. 129, Ground Floor,
DEENDAYAL PORT AUTHORITY,
Gandhidham (Kutch) – 370201.
Kutch District.
Gujarat State.

Email:- executiveengineercivil1@gmail.com

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DEENDAYAL PORT AUTHORITY

COMPETITIVE BIDDING

NIT NO :- 02 - C/2024

NAME OF WORK: - CSR work for Kutch Mahila Kalyan Kendra at Bhuj

PERIOD OF DOWNLOADING OF BID DOCUMENTS

FROM : 10/02/2024

TO : 26/02/2024 up to 16:00 hrs.

TIME AND DATE OF OPENING OF BIDS: DATE 26/02/2024 TIME 16:05 hours

PLACE OF OPENING OF BIDS: CHAMBER OF EXECUTIVE ENGINEER (C),
CONSTRUCTION DIVISION, ANNEXE, A.O. BUILDING,
GANDHIDHAM – KUTCH (GUJARAT STATE).

OFFICER INVITING BIDS : EXECUTIVE ENGINEER (C),
DEENDAYAL PORT AUTHORITY

ONLINE TENDERING (E- Tendering)

Department Name	Civil Engineering Department
Circle/ Division	Construction Division, A.O. Building, Gandhidham (Kutch)-370201.
Tender Notice No.	02- C/2024
Name of Work	CSR work for Kutch Mahila Kalyan Kendra at Bhuj
Estimated Contract Value (INR)	Rs. 52,81,984/-
Period of Completion (in Months)	4 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. 15.85 Lakhs. 2. Experience of having successfully completed similar works during last 7 years ending last day of month previous to the one in which applications are invited should be either of the following: <ol style="list-style-type: none"> i. Three similar completed works each work costing not less than Rs. 21.13 Lakhs. OR ii. Two similar completed works each work costing not less than Rs. 26.41 Lakhs. OR iii. One similar completed work costing not less than Rs. 42.26 Lakhs. 3. "Similar Works" means, experience of "Building Work". The bidders who is registered with DEENDAYAL PORT AUTHORITY in Class B-1 (up to 60 lakhs) and above under Building category are directly eligible. However, the tenderer shall submit Copy of Valid Registration Letter with EMD. If the bidder has executed the work in private organizations, necessary TDS certificate issued by the competent authority shall be submitted. However, they may submit Scanned copy of valid registration letter issued by DPA on submission E-tender and copy of tender document with Tender fees / EMD / Integrity Pact /MSE's Certificate. <p>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</p>

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.

4. Integrity Pact Agreement to be submitted will be signed by the DPA official along with witness and the copy of the same should be uploaded with the tender documents wherever necessary. The authorized person of the bidder will sign the same along with witness and upload it with their bid in online (n)procure portal failing which the bid will be considered non-responsive.

Joint Venture	Not Allowed
Rebate	Applicable
Bid Document Fee :	Rs. 500.00 + 18% GST = Rs. 590.00
Bid Document Fee Payable To:	Digital mode of Payment at Bank of Baroda Gandhidham Branch , Account No. 10080100022427 IFSC code. BARBOGANKUT
Bid Security/ EMD (INR) :	Rs. 52,820.00/-
Bid Security/ EMD (INR) In Favour Of :	Digital mode of Payment at Bank of Baroda Gandhidham Branch , Account No. 10080100022427 IFSC code. BARBOGANKUT
Bid Document Downloading Start Date	10/02/2024
Bid Document Downloading End Date	26/02/2024 upto 16:00 Hrs.
Last Date & Time for Receipt of Bids	Date : 26/02/2024 @ 16:00 Hrs.
Bid Validity Period	120 Days
Condition ::	Tender Fees in Digital mode of Payment at Bank of Baroda Gandhidham Branch , Account No. 10080100022427 IFSC code. BARBOGANKUT

The bid/tender shall also be accompanied by Tender Fees and EMD in **Digital mode of Payment at Bank of Baroda Gandhidham Branch , Account No. 10080100022427
IFSC code. BARBOGANKUT**

The bid/tender shall also be accompanied by Integrity Pact Agreement duly signed by DPA authority along with witness which needs to be signed by the bidder along with witness.

The bid/tender not accompanied by Tender Fee and EMD UTI Number and Integrity Pact Agreement in Preliminary Bid shall not be considered responsive and their technical and price bid will not be opened.

In case of Micro and Small Enterprise (MSEs) holding valid certificate issues by any agencies/organization under The Ministry of Micro, Small & Medium Enterprises indicating the list of activity related to the subject tender as per National Industrial Classification-2008 mentioned in the table below only shall become eligible for exemption from payment of Tender Fee/EMD. Such bidder shall upload the scanned copy of valid certificate in preliminary bid stage as well as duly filled in and signed 'Bid Securing Declaration Form'.

NIC codes regarding related activity are mentioned below:

LEVEL	DESCRIPTION
Section- F	Construction
Division- 41	Construction of Building
Group- 410	Construction of Building
Class 4100 & Subclass 41001	Construction of buildings carried out on own-account basis or on a fee or contract basis

Remarks ::

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 UTI Number, and Integrity Pact Agreement, are 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 Executive Engineer (C.), Construction Division, A.O. BUILDING-ANNEX,GANDHIDHAM KACHCHHH-370201, within 7 days from the last date of opening.

Bid Opening Date ::

Technical Bid will be opened on 26/02/2024 @ 16:30 hrs. Date of opening of price bid shall be notified after scrutiny and evaluation of Technical Bid.

Documents required to be submitted by scanning through online ::

- a. Documents in support of fulfilling qualifying criteria as indicated above or Registration Certificate, as the case may be.
- b. EMD in **Digital mode of Payment at Bank of Baroda Gandhidham Branch, Account No. 10080100022427 IFSC code. BARBOGANKUT.**
- c. Tender fee in **Digital mode of Payment at Bank of Baroda Gandhidham Branch, Account No. 10080100022427 IFSC code. BARBOGANKUT.**
- d. Integrity Pact Agreement
- e. As indicated in Clause 4 of Instructions for tendering.

Officer- Inviting Bids ::	EXECUTIVE ENGINEER (C), Construction Division, Annexe, A.O. Building, Gandhidham (Kutch)-370201.
Bid Opening Authority ::	EXECUTIVE ENGINEER (C)
Address ::	Construction Division, Annexe, A.O. Building, Gandhidham (Kutch)-370201.
Contact Details ::	(+91) 7575895292

**EXECUTIVE ENGINEER (C)
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:

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(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)

SECTION -1

INSTRUCTIONS TO BIDDERS

GENERAL

1. Scope of Bid

The EXECUTIVE ENGINEER (C), DEENDAYAL PORT AUTHORITY, invites bids by E-Tendering for work of “**CSR work for Kutch Mahila Kalyan Kendra at Bhuj**”. 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 work by the intended completion date specified in the contract condition.

2. Source of Funds

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

3. Eligible Bidders

- 3.1 The invitation for Bids is open to all eligible bidders meeting the eligibility criteria as defined in Clause No .4
- 3.2 All bidders shall provide in Section-2, form of Bid and Qualification Information.
- 3.3 Government-owned enterprises may only participate, if they are legally and financially autonomous, operate under commercial law and are not a dependent agency of the Employer subject to fulfilment of minimum qualifying criteria.
- 3.4 Bidders shall not be under a declaration of ineligibility for corrupt and fraudulent practices issued by the employer.

4. Eligibility Criteria:

- 4.1
- 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. _Information regarding projects in hand, current litigation, orders regarding, exclusion, expulsion or blacklisting, if any.
- 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

SEVEN years, and details of works underway or contractually committed, and Employers who may be contacted for further information on those contracts.

- d. Reports on the financial standing of the Bidder, such as profit and loss statements and auditor's reports for the past five years.
- e. Evidence of adequacy of working capital for this contract (access to line (s)of credit and availability of other financial resources).
- f. Authority to seek references from the Bidder's bankers.
- g. Information regarding any litigation, current or during the last five years, in which the Bidder is involved, the parties concerned, and disputed amount.
- h. PAN, GST Registration Number, Provident Fund Authorities.
- i. EMD in approved form as prescribed under Clause No.16.

4.2 To qualify for award of the contract, bidders are advised to note the minimum qualification criteria specified below:-

- a) Average annual financial turnover during the last three years ending 31st March of the previous financial years, should be at least **Rs. 15.85 lakhs.**
- b) Experience of having successfully completed similar works during last 7 years ending last day of month previous to the one in which applications are invited should be either of the following:
 - i. Three similar completed works each work costing not less than **Rs. 21.13 Lakhs.**

OR

- ii. Two similar completed works each work costing not less than **Rs. 26.41 Lakhs**

OR

- iii. One similar completed works costing not less than **Rs. 42.26 Lakhs**

- c) “Similar Works” means, experience of “Building Work”. The bidders who is registered with DEENDAYAL PORT AUTHORITY in Class B1 (up to 60 lakhs) and above under building category are directly eligible. However, the tenderer shall submit Copy of Valid Registration Letter with EMD. If the bidder has executed the work in private organizations, necessary TDS certificate issued by the competent authority shall be submitted. However, they may submit Scanned copy of valid registration letter issued by DPA on submission E-tender and copy of tender document with Tender fees / EMD / Integrity Pact /MSE’s Certificate.

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 issues by any agencies/organization under The Ministry of Micro, Small & Medium Enterprises indicating the list of activity related to the subject tender as per National Industrial Classification-2008 mentioned in the table below only shall become eligible for exemption from payment of Tender Fee/EMD. Such bidder shall upload the scanned copy of valid certificate in preliminary bid stage as well as duly filled in and signed 'Bid Securing Declaration Form'.

NIC codes regarding related activity are mentioned below:

LEVEL	DESCRIPTION
Section-F	Construction
Division-41	Construction of Building
Group-410	Construction of Building
Class 4100 & Subclass 41001	Construction of buildings carried out on own-account basis or on a fee or contract basis

4.4 All bidders shall scan and forward the following information and documents with their bids:-

- a. Copies of original documents defining the constitution or legal status, place of registration, and principal place of business, written power of attorney of the signatory of the Bid to commit the Bidder.
- b. Experience in works of a similar nature and size for each of the last seven years, and details of works underway or contractually committed, and Employers who may be contacted for further information on those contracts.
- c. Reports on the financial standing of the Bidder, such as balance sheet, profit and loss statements and auditor's reports for the past Five years.
- d. Authority to seek references from the Bidder's bankers.
- e. PAN, Registration with GST, Provident Fund Authorities.
- f. EMD in approved form as prescribed under Clause No. 14.
- g. Information regarding any litigation, current or during the last five years, in which the Bidder is involved, the parties concerned, and disputed amount.

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

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

5. One Bid per Bidder

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

6. Cost of Bidding

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

7. Site Visit

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

B. BIDDING DOCUMENTS

8. Content of Bidding Documents

8.1 The set of bidding documents comprises the documents listed as below:

Invitation of Bids (NIT)

DC 1	Bid reference
NIT	Invitation to Bidders
SECTION 1	Instruction to Bidders
SECTION 2	Forms of Bid, Qualification Information
SECTION 3	Specifications and Special Conditions
SECTION 4	Form of Security
SECTION 5	Bills of Quantities

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

8.3 The bidder is expected to examine carefully all instructions, conditions of contract, contract data, forms, terms, technical specifications, bill of quantities, forms, drawings, annexure in the bid document. Failure to comply with the requirements of the bid document shall be at the bidder's own risk. Pursuant to Clause 26 hereof, bids which are not substantially responsive to the requirements of the bid documents shall be rejected.

9. Language of Bid

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

10. Documents comprising the Bid

10.1 The bid submitted by the bidder shall comprise the following:

A) Technical Bid :

- (i) Bid Security
- ii) Qualification information form and document (pursuant to Clause 4 hereof) and any of the material required to be furnished and submitted by the bidder in accordance with these instructions.

B) Financial Bid :

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

11. Bid Prices

11.1 The contract shall be for the whole works as described in Sub-Clause 1.1 based on the priced Bill of Quantities submitted by the Bidder.

11.2 All duties, taxes (excluding GST), and other levies payable by the contractor under the contract, or for any other cause shall be included in the rates, prices total Bid Price submitted by the bidder.

11.3 The rates and prices quoted by the bidder shall be fixed for the duration of the contract and shall not be subject to adjustment on any account.

12. Currencies of Bid and Payment

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

13. Bid Validity

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

13.2 In exceptional circumstances, prior to expiry of the original time limit, the Employer may request that the bidders may extend the period of validity for a specified additional period. The request and the bidders' responses shall be made in writing or by cable. A bidder may refuse the request without forfeiting his bid security. A bidder agreeing to the request will not be permitted to modify his bid.

14. Bid Security (Earnest Money Deposit-EMD)

- A. Earnest Money Deposit (EMD) shall be **Rs.52,820.00/-** to be submitted in form of digital mode of payment drawn in favour of Deendayal Port Authority payable at Gandhidham. EMD in any other form shall not be accepted. Exception from EMD for Micro and Small Enterprise (MSEs) shall be applicable as per condition in NIT.
- B. EMD of unsuccessful bidders other than L1 and L2 shall be refunded immediately after ranking of price bids. Earnest Money of L2 will be refunded immediately after entering in to agreement with L1 and acceptance of Performance Guarantee from L1.
- C. EMD shall be refunded suo-motto without any application from the bidders.

- D. The Bid Security of the successful bidder will be discharged after he has signed the Agreement and furnished the required Performance Security 5 %.
- E. The Bid Security of the successful bidder will be discharged after he has signed the Agreement and furnished the required Performance Security.
- F. The Bid Security may be forfeited, if
 - (a) The bidder withdraws the Bid after Bid opening during the period of Bid Validity;
 - (b) The Bidder does not accept the correction of the Bid Price,
 - (c) The successful Bidder fails within the specified time limit to
 - (i) Sign the Agreement or
 - (ii) Furnish the required Performance Security.

15. Alternative Proposals by Bidders

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

16. Format and Signing of Bid

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

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

D. SUBMISSION OF BIDS

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

The accompaniments to the tender documents as described under Clause 4.5 shall be Scanned and submitted On-Line along with Tender documents. However, the originals/attested hard copies shall have to be forwarded subsequently so as to reach the office of EXECUTIVE ENGINEER (C) within 7 days of opening of the tenders.

The envelopes shall

- (a) be addressed to:
 - The Executive Engineer (C),
 - DEENDAYAL PORT AUTHORITY,
 - Administrative. Office. Building,
 - Construction Division,
 - Room no.129, Ground floor,
 - Gandhidham-Kutch-370201.
 - Gujarat-State.

(b) bear the following identification:

Accompaniments for CSR work for Kutch Mahila Kalyan Kendra at Bhuj.

Bid reference No. 02- C/2024

Name and address of the bidder.

18. Deadline of Submission of the Bids

Bids must be received by the Employer in On-Line System at website <https://tender.nprocure.com> not later than 16:00 hrs. on 26/02/2024 in the event of the specified date for the submission of bids being declared a holiday by the Employer, the Bids will be received up to the appointed time on the next working day.

The Employer may extend the deadline for submission of bids by issuing an amendment, in which case all rights and obligations of the Employer and the bidders previously subject to the original deadline will then be subject to the new deadline.

At the time of submission of the tender document, the tenderer shall give an undertaking that no changes have been made in document. The uploaded version of the Port Tender Document will be treated as authentic tender and if any discrepancy is noticed at any stage between the Port's tender document and the one submitted by the tenderer, the conditions mentioned in the Port's uploaded document shall prevail. Besides, the tenderer shall be liable for legal action for the lapses.

19. Late Bids

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

20. Modification and Withdrawal of Bids

Bidders may modify or withdraw their bids before the deadline on the website as prescribed in Clause 18. No Bid can be modified after the deadline for submission of Bids.

Withdrawal or modification of a Bid between the deadline for submission of bids and the expiration of the original period of bid validity in Clause 13.1 above or as extended pursuant to Clause 13.2 may result in the forfeiture of the Bid security pursuant of Clause 14.

E. BID OPENING AND EVALUATION

21. Bid Opening

On the due date and appointed time, the Employer will first open Technical bids of all bids received including modifications made pursuant to Clause 20. In the event of the specified date for Bid opening being declared a holiday by the Employer, the Bids will be opened at the appointed time on the next working day.

If any Bid contains any deviation from the Bids documents and / or if the same does not contain Bid security & Tender Fee in the manner prescribed in the Bid documents, then that Bid will be rejected and the Bidder will be informed accordingly. All valid Financial

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

22. Clarification of Bids

22.1 To assist in the examination and comparison of Bids, the Employer may, at his discretion, ask any Bidder for clarification of his Bid, including breakdown of unit rates. The request for clarification and the response shall be in writing or by cable, but no change in the price of substance of the Bid shall be sought, offered, or permitted.

22.2 Subject to Sub-Clause 22.1, no Bidder shall contact the Employer on any matter relating to his bid from the time of the bid opening to the time the contract is awarded. If the Bidder wishes to bring additional information to the notice of the Employer, he should send the same through on line system only.

22.3 Any effort by the Bidder to influence the Employer's bid evaluation, bid comparison or contract award decisions, may result in the rejection of his bid.

23. Examination of Bids and Determination of Responsiveness

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

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

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

24. Evaluation and Comparison of Bids

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

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

If the Bid of the successful Bidder is seriously unbalanced in relation to the Nodal Officer or his nominee's estimate of the cost of work to be performed under the contract, the Employer may require the Bidder to produce detailed price analysis for any or all items of

the Bill of Quantities, to demonstrate the internal consistency of those prices with the implementation/construction methods and schedule proposed.

F. AWARD OF CONTRACT

25. Award Criteria

The Employer will award the contract to the bidder whose Bid has been determined to be responsive to the bidding documents and who has offered the lowest evaluated Bid Price, provided that such Bidder has been determined to be (a) eligible in accordance with the provisions of Clause 3 and (b) qualified in accordance with the provisions of Clause 4. The second bidder (i.e. L2) shall be kept in reserve and may be invited to match the bid submitted by the (L 1) bidder in case such bidder withdraws or is not selected for any reason.

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

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

27. Notification of Award and Signing of Agreement.

The Bidder, whose bid has been accepted, will be notified of the award by the Employer prior to expiration of the Bid validity period by cable, telex or facsimile confirmed by registered letter. This letter (hereinafter and in the Conditions of Contract called the ("Letter of Acceptance")) will state the sum that the Employer will pay the Contractor in consideration of the execution, completion and maintenance of the works by the Contractor as prescribed by the Contract (hereinafter and in the Contract called the "Contract Price").

The notification of award will constitute the formation of the contract subject to the furnishing of a Performance Security in accordance with the provisions of Clause 28.

The Agreement will incorporate all correspondence between the Employer and the successful bidder. It will be signed by the employer and sent to the successful Bidder within 14 days following the notification of award along with the Pre-acceptance Letter. Within 21 days of receipt of L.O.A., the successful Bidder will furnish the Performance Security and sign the Agreement with the Employer.

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

28. Performance Security

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/ FDR/ Digital mode of payment 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 be refunded within 14 days from the date of payment of final bill. Balance SD to be refunded immediately not later than 14 days from completion of defect liability period.

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

The documentary evidence (copy of paid challan in government treasury) of the welfare cess @1% of the work done or as mandated by security authority from time to time, paid on final bill shall **be submitted before releasing the performance guarantee if applicable.**

17.

29. Corrupt or Fraudulent Practices

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

- (a) Defines, for the purpose of these provisions, the terms set forth below as follows:
 - (i) “Corrupt practice” means the offering, giving, receiving or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution; and
 - (ii) “fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Employer, and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Employer of the benefits of free and open competition.
- (b) Will reject a proposal for award of work, if he determines that the bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question.
- (c) Will declare a Bidder ineligible, either indefinitely for a stated period of time, to be awarded a contract/contracts, if he at any time determines that the Bidder has engaged in corrupt or fraudulent practices in competing for or in executing, the contract.

- (d) Submission of fraudulent documents shall be treated as major violation of the tender procedure and in such cases the Port shall resort to forfeiture of EMD/SD/BG of the bidder, apart from blacklisting the firm for the next 3 years.

30. Royalty of metals

- (a) All royalties of Metals, quarry fees etc. payable by the contractor directly to the authorities concerned and rates tendered shall be deemed to be inclusive of all charges Before claiming refund of security deposit the contractor shall produce “NO dues certificate” from Geologist, Bhuj.

SECTION 2

FORMS OF BID, QUALIFICATION INFORMATION

TABLE OF FORMS

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

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

Date of Tender Submission.....Tender No.

Name of work:-.....

The EXECUTIVE ENGINEER (C)
Deendayal Port Authority
Annexe, A.O. Building,
Room No. 129, Ground floor,
Gandhidham – Kutch - Pin 370-201.
Dist- Kutch (Gujarat)

We, the undersigned, declare that:

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

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

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

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

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

PRE-QUALIFICATION OF BIDDERS

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

1. Only for individual bidders:

1.1 Constitution or legal status of bidder (attach copy)

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

2. Turnover of the firm

YEAR	TURN OVER
2020-21	
2021-22	
2022-23	
Average	

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

3. Similar works

Particulars	Year	No. of works	Value
Total value of completed similar work as defined in the tender document during last 7 years ending in 03/2023	2016-17		
	2017-18		
	2018-19		
	2019-20		
	2020-21		
	2021-22		
	2022-23		

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

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

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

5. Additional information bidder may like to submit

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

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

LETTER OF ACCEPTANCE

(on letter paper of the port)

_____ (date)

To: _____
(Name and address of the contractor)

Dear Sir,

Sub: - CSR work for Kutch Mahila Kalyan Kendra at Bhuj.

Tender no : **02-C/2024**

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

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

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

Detailed letter of acceptance will follow.

Please acknowledge receipt.

Yours faithfully,

Chief Engineer
Deendayal Port Authority

ISSUE OF NOTICE TO PROCEED WITH THE WORKS

_____ dated

To
(Name and address of the contractors)

Dear Sirs,

Sub.: - CSR work for Kutch Mahila Kalyan Kendra at Bhuj

Tender no : **02-C/2024**

Ref: Letter of acceptance no. dated

Pursuant to your furnishing the requisite security as stipulated in [clause 21 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,

**EXECUTIVE ENGINEER (C)
DEENDAYAL PORT AUTHORITY**

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]

AGREEMENT

This agreement made this _____ day of _____ between the Board of the Port of Deendayal Port Authority, a body corporate under Major Port Authority 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 fulfillment of all the conditions of the contract:

Rs. _____ paid in the form of **Digital mode of Payment at Bank of Baroda Gandhidham Branch , Account No. 10080100022427IFSC code. BARBOGANKUT** Bank Guarantee towards 5 % of Contract value as Performance Guarantee.

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS

1. In this agreement words and expressions shall have the same meaning as are respectively assigned to them in the conditions of contract hereafter referred to.
2. The following shall be deemed to form and be read and construed as part of this agreement relating to the said work, viz.
 - a. Notice Inviting Tender (Page No. _____ to _____)
 - b. The tender submitted by the contractor including Schedule "A" and "B". (page No. _____ to _____)
 - c. General Rules and direction for the guidance of the tenders. (Page No. _____ to _____)
 - d. General and Special Conditions of the Contract. (Page No. ____ to ____)

- e. The schedule of items of work with quantities and rates. (Page No. _____ to _____)
 - f. 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 _____)
 - g. Work Order No. _____ issued vide letter No. _____ (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.

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 TRUSTEES OF
PORT OF DEENDAYAL :

Witness : (Name, Signature, address)

1. _____

2. _____

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

SECRETARY
DEENDAYAL PORT AUTHORITY

SECTION 3

CONDITIONS OF CONTRACT AND SPECIAL CONDITIONS

SPECIAL CONDITIONS AND SPECIFICATIONS

1. The provision in special condition and specification which form a part of contract have precedence over those specified in General Condition and content in case of diversity if any.

2. 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.

Security Deposit shall be 10% of Contract price of which 5% of contract price should be submitted as Bank Guarantee/ FDR/ digital mode of payment 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 be refunded within 14 days from the date of payment of final bill. Balance SD to be refunded immediately not later than 14 days from completion of defect liability period.

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

The documentary evidence (copy of paid challan in government treasury) of the welfare cess @1% of the work done or as mandated by security authority from time to time, paid on final bill shall **be submitted before releasing the performance guarantee if applicable.**

3. The work shall be done strictly in accordance with specifications laid down in Indian Standard Code of Practice for different building trades of latest edition, in addition to the specifications given in Schedule B, approved plans and instructions issued by Engineer-in-charge from time to time.
4. The tenderer shall examine carefully the conditions of contract, specifications and drawings before submitting the tender. He shall also visit and inspect the site of work and acquaint himself with all local conditions of work, availability of construction materials and labour, nature of soil and working conditions at and are used at site before submitting the tender. No dispute/claim whatsoever shall be entertained for work of any nature arising out of local condition.
5. The contractor shall maintain a site order book at the site of work and all orders, instructions issued to him from time to time by Engineer in charge or his sub-ordinates will be recorded in the site order book. The contractor shall promptly sign each entry in token of having received such orders and instructions and shall be complied with the requirements promptly. The site order book shall be the property of the department and shall be handed over to the Engineer-in-charge in good condition on the completion of the work or whenever demanded by the Engineer-in-charge.
6. The value of non-judicial stamps to be affixed on agreement shall be of appropriate value prescribed for bond as per latest provision of law in force on the date of execution, however, if the contractor furnishes GPF notes, approved guarantee in respect of or part of

security deposit, the stamp duty chargeable for the amount shall be as prescribed for agreement payable in accordance with the latest provisions of law in force on the date of execution of the contract. All the cost of stamp duty shall be borne by the contractor.

7. **Arbitration Clause**

(I) Except where otherwise provided in the contract all questions and disputes relating to the meaning of the specifications, designs, drawings and instructions here in before mentioned and as to the quality of workmanship or materials used on the work or as to any other question, claim, right, matter or any other thing what so ever, in any way arising out of or relating to the contract, design, drawings, specifications, estimates, instructions, orders or to the conditions or otherwise concerning the works or regarding the execution or failure to execute the same whether arising during the progress of work or after the completion thereof as described here in after shall be referred to the Chairman for sole arbitration by himself or by any officer appointed by him.

(ii) It will be no objection to any such appointment that the arbitrator is an employee of the Board or the Government, that he had to deal with the matter to which the contract relates and that in course of his duties as an employee of the Board or the Government, he had expressed views on all or any of the matters in dispute or of different.

The arbitrator, who has been dealing with the arbitration case, being transferred or vacating his office or in the event of his death or being unable to act for any reason, the Chairman then holding the office shall arbitrate himself or appoint any officer to act as arbitrator.

(iii) It is also a term of the contract that no person other than the Chairman himself or any officer appointed by him shall act as arbitrator.

(iv) It is a term of the contract that only such question and disputes as were raised during progress of work till its completion and not thereafter shall be referred to arbitration. However, this would not apply to the questions and disputes relating to liabilities of parties during the guarantee period after completion of the work.

(v) It is a term of the contract that the party invoking arbitration shall give a list of disputes with amounts of claim in respect of each said disputes along with the notice seeking appointment of arbitrator.

(vi) It is also a term of the contract that if the contractor does not make any demand for appointment of arbitrator in respect of any claims/disputes in writing, as aforesaid, within 120 days of receiving the intimation from the Engineer-in-Charge that the final bill is ready for payment, the claim of the contractor shall be deemed to have been waived and absolutely barred and the PORT AUTHORITY shall be discharged and released of all liabilities under the contract in respect of these claims.

(vii) It is also a term of the contract that the arbitrator shall adjudicate only such disputes/claims as referred to him by the appointing authority and give separate award against each dispute/claim referred to him. The arbitrator will be bound to give claim wise detail and speaking award and it should be supported by reasoning.

(viii) The award of the arbitrator shall be final, conclusive and binding on all the parties to the contract.

(ix) The arbitrator from time to time, with the consent of both the parties, enlarge the time for making and publishing the award.

(x) Arbitration shall be conducted in accordance with the provision of Indian Arbitration Act, 1996 or any statutory modifications or re-enactment thereof and rules made there under and for the time being in force shall apply to the arbitration proceedings under this clause.

(xi) It is also a term of the contract that if any fees are payable to the arbitrator, this shall be paid equally by both the parties.

(xii) It is also a term of the contract that the arbitration shall be deemed to have been entered on the reference on the date he issued the first notice to both the parties calling them to submit their statement of claims and counter statement of claims.

(xiii) Venue of the arbitration shall be such place as may be fixed by the arbitrator at his sole discretion”.

8. If the contractor suffers any delay the Engineer-in-Charge may grant at his discretion an extension of time for completion of work. However, no claims/disputes etc. arising out of extension of time so granted shall be entertained.
The contractor while filling up their rates in the tender should consider the above aspects.
9. The work shall be done strictly in accordance with specification laid down in latest IRC standard, latest IS codes in practice for different building trades, in addition to the specifications given in Bill of quantities of the tender, approved plan and the instructions issued by the Engineer-in-charge from time to time.
10. Tenders with any conditions or inscriptions in schedule “B” or other enclosures are liable to be summarily rejected.
11. Tenders without earnest money will not be considered.
12. The Pre-acceptance letter intimating the contractor about the proposed acceptance of tender will be issued by the Chief Engineer. The tender agreement in approved form bearing the stamp of required value shall be executed by the 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. 300/- to be borne by the contractor. In case the contractor desires to have the duplicate copy of acceptance letter, he shall have to pay an additional amount of Rs. 300/- only.
13. For the purpose of measurement, the method prescribed in the Indian standard method of measurement of the building works shall be applicable unless stated otherwise in this contract. In the case of any ambiguity the decision of Engineer in charge shall be final and binding.
14. Income tax at applicable rate and surcharge as applicable on the payment to contractor will be deducted from the payment and only net amount shall be paid for as directed by the Central Board of Direct Taxes, Ministry of Finance, Government of India.
15. The rates quoted by the tenderer shall hold good for 120 days from the date of opening of tender.
16. The Contractor shall be required to execute the work in such a way as not cause any damage, hindrance or interference in the activity and the work going on in the area. He shall not deposit the materials at such places, which may cause inconvenience to the public.
17. All the works comprised in contract until handed over to the Engineer in charge shall stand at the risk of contractor who shall be responsible to make good at his own cost all losses and damages caused due to fire weather or any other reasons and causes etc. At the time of completion of work, all the works in good condition and order shall be handed over.
18. The notes and data furnished in DEENDAYAL PORT AUTHORITY schedule of rates enforce will be considered for measurement purpose in the case of various materials as regards to lead, weight of materials and allowances for voids covering capacity etc. for materials.
19. All the materials required for any work shall have to be got approved by Engineer-in-charge before putting them into use or stacking at the site of work.
20. The sand is to be brought from approved quarry.
21. Tenders containing conditions for lowering or raising the quoted rates shall summarily be rejected.
22. The stamp paper of requisite value shall be furnished by the contractor within ten days from the date of issue of pre-acceptance letter, failing which he will not be permitted to start the work.

23. During the execution of work, the contractor shall employ only such persons who are careful, skilled and experienced in their service trades. 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 in execution of work if in the opinion of Engineer in charge, misconduct or he is negligent, in the proper performance of his duties and such person shall not be again employed in the work without the permission of Engineer in charge.
24. All the precautions regarding the safety of the workmen shall have to be taken by the Contractor at his own cost and the instructions of Engineer-in-charge in this respect shall have to be followed strictly.
25. The Engineer-in-charge may delete any number of items included in this contract without assigning any reasons and no disputes/claims on this account shall be entertained.
26. Nothing extra shall be paid for the change of quarry for any quarried material, against lead etc.
27. Work shall be carried out in accordance with best standard of workmanship and to the entire satisfaction of Engineer-in-charge.
28. The contractor shall be in accordance with requirement of the Engineer-in-charge, afford all reasonable facilities to any other contractor employed by DEENDAYAL PORT AUTHORITY board and their workmen for work not included in the contract, which the Board may enter at any time. No dispute on any account shall be entertained.
29. The tender documents submitted by the contractor and correspondence exchanged between him and DEENDAYAL PORT AUTHORITY Authorities prior to acceptance of the tender and thereafter shall form part of agreement even though formal agreement duly signed is not executed.
30. EMD shall be in the form of digital mode of payment only. IF EMD submitted in any other form, it shall not be accepted.
31. The PVC pipe 160mm dia, working pressure 6kg/cm² as per I.S.I 4985 to be used. The pipes shall be Finolex, Ambica, GST, Tata, Astral or equivalent make as approved by Engineer in charge.
32. OPC cement shall be conforming to IS IS:12269
33. Mild steel shall be confirming to as per is 432 and shall have to be got approved by Engineer-in-charge.
34. This pamphlet is prepared in accordance with IS: 6313 (Code of Practice for Anti Termite Measures in Buildings Part 3 Treatment in Existing Buildings)
35. All building material items shall be confirming as per relevant IS code.
36. Sluice valve/gate valve shall be confirming to IS 14846/778.
37. The bricks shall be of NR or NK brand of Ahmedabad before supply **at site** as per IS code.
38. Stainless steel shall be conforming to relevant IS code.
39. All rules and regulations governing DEENDAYAL PORT AUTHORITY shall be applicable.
40. The contractor has to comply all the complaints (if any) regarding their work at the time.
41. If applicable the payment from Bill, shall be released, subject to the condition that the documentary evidence (copy of paid Challan in govt. Treasury) of the Welfare Cess @1% of work done or as amended by Statutory Authority from time to time, paid concerned authority is submitted for the previous bill.”
42. All tools plants and sundries etc. as required are to be brought by the contractor for carrying out the work to the complete satisfaction of the Engineer-in-charge without any extra cost.
43. All the materials required for any work shall have to be got approved by Engineer-in-charge before putting them into use or stacking at the site of work.
44. The tender should submit firm offer without any price variation and no escalation will be considered.

45. Mild steel Hooks size (up to 12mm).& Shapes (S,U,J,L etc) as per site requirement etc. as directed by Engineer in charge.
46. The tenders are not expected to make any post-tender modifications. 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 initiated against them. All the tenders received on or before the due date & time shall be opened. If otherwise found in order.
47. The Engineer in charge reserves the right to make necessary changes in the Quantity and no claims what-so-ever on account of changes in diameter of bars will be entertained.
48. While evaluating tender regard would be given to the National Defence Security considerations.
49. All the royalties of materials, quarry fees, octroi wharf age charge are payable by the contractor directly to the authorities concerned and the rates quoted shall be deemed to be inclusive of all such charges.
50. In the event of any reduction in the quantities to be supply for any reason whatsoever, the contractor shall not be entitled for any compensation but shall be paid only for the actual quantity of work done, as per tender.
51. The bidders have to take latest minimum wages declared by the Central Government as the minimum bench mark for quoting the rates for manpower deployment. Bids lesser than minimum wages/statutory obligations will be summarily rejected.
52. The Income Tax, PAN and GST registration No may be furnished with documentary evidence along with the Tender Documents.
53. The bank Guarantee submitted in lieu of security deposit must be from any Nationalised/Scheduled Banks (except Co-operative banks) having its branch at Gandhidham. (Performa enclosed). The Bank guarantee is to be sent directly to DPA by issuing Bank through registration post (AD).
54. The Bidder 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 P.C Act in connection with the bid.
55. The plastic paint shall be used of acrylic oil brand of approved make and shade i.e. of Asian, Nerolac, Berger, and Tractor or approved by Engineer-in-charge.

56. FORFEITURE OF SECURITY DEPOSIT

The Chairman may at his option, forthwith forfeit the Security Deposit in whole or in part if in the opinion of the Chairman, the Contractor has failed to fulfil any or all conditions of his contract, without prejudice to any and all right of the Board to recover Contractor's any amounts falling due to the Board through non-observance by the Contractor of any of the Clauses hereof.

57. 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 EXECUTIVE ENGINEER (C) within 7 days of opening of the tenders.

The envelopes shall

(a) be addressed to:

The EXECUTIVE ENGINEER (C),
T.D. Division Ground Floor,
A.O. Bldg Building
DEENDAYAL PORT AUTHORITY
Gandhidham-370201,
Kutch District Gujarat-State, INDIA
And submitted on <http://kpt.nprocure.com>

(b) bear the following identification:

Accompaniments for **CSR work for Kutch Mahila Kalyan Kendra at Bhuj.**

Bid reference No 02-C/2024

Name and address of the bidder.

58. DEADLINE OF SUBMISSION OF THE BIDS

- (a) Bids must be received by the Employer in On-Line System at website <https://kpt.nprocure.com> not later than 16:00 hrs. on __/__/2024 in the event of the specified date for the submission of bids being declared a holiday by the Employer, the Bids will be received up to the appointed time on the next working day.
- (b) The Employer may extend the deadline for submission of bids by issuing an amendment, in which case all rights and obligations of the Employer and the bidders previously subject to the original deadline will then be subject to the new deadline.
- (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.

59. 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 be 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, a subordinate 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.

60. 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

61. **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.

62. **PAYMENT OF CONTRACTOR'S BILL TO BANK**

The DEENDAYAL PORT AUTHORITY has introduced electronic clearing system. The tenderer are required to furnish necessary details of Bank Account etc. as per Annexure enclosed.

63. Cement, reinforcement steel etc. shall of standard make / IS mark as per latest relevant IS and shall be got tested from government approved laboratory before put in to use.

64. For verification of purchase of cement and reinforcement steel all the bills of supplier / Dealer will have to be furnished to the Engineer-in-charge.

65. Every delivery of the cement and reinforcement bar shall be accompanied by manufacture's test certificate confirming that the supplied confirms to relevant specification.

66. Prospective Bidder may raise query relating to bidding conditions, bidding process and / or rejection of bid etc. The reasons for rejecting a tender or non-issuing a tender to perspective bidder will be disclosed where written enquiries are made by the concerned bidder.

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

- a. Information and instructions for Contractors will form part of NIT and to be uploaded on website.
- b. The intending bidder must have class-III digital signature to submit the bid.
- c. The Bid Document as uploaded can be viewed and downloaded free of cost by anyone including intending bidder. But the bid can only be submitted after uploading the mandatory scanned documents such as **Tender Fee, and EMD UTI Number in Preliminary Bid shall not be considered responsive, and their technical and price bid will not be opened.**
- d. Bidders may modify or withdraw their bids before last date and time of submission of bid as notified.
- e. While submitting the modified bid, contractor can revise the rate of one or more item(s) any number of times (he need not re-enter rate of all the items) but before last time and date of submission of bid as notified.
- f. On opening date, the contractor can login and see the bid opening process. After opening of bids he will receive the competitor bid sheets.
- g. Contractor can upload documents in the form of JPG format and PDF format.

- h. It is mandatory to upload scanned copies of all the documents including GST registration as stipulated in the bid document. If such document is not uploaded his bid will become invalid and cost of bid document shall not be refunded.
- i. If the contractor is found ineligible after opening of bids, his bid shall become invalid and cost of bid document shall not be refunded.
- j. If any discrepancy is noticed between the documents as uploaded at the time of submission of bid and hard copies as submitted physically by the contractor the bid shall become invalid and cost of bid document shall not be refunded.
- k. Certificate of Financial Turn Over: At the time of submission of bid contractor may upload Affidavit/ Certificate from CA mentioning Financial Turnover of last 3 (three) years or for the period as specified in the bid document and further details if required may be asked from the contractor after opening of technical bids. There is no need to upload entire voluminous balance sheet.
- l. The Draft information and instructions to Contractors may be modified suitably by NIT approving authority as per requirement.
- m. All the mandatory document required/prescribed for pre-qualification have to be enclosed by the bidder failing which his offer shall be rejected and treated as non-responsive. However, additional documents required if any for verification of the original documents shall be submitted by the bidder if required by DPA.

68. 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.

69. Deriving the Market rates:

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

Further in case market rates are less than the agreement rates then in such a case Engineer-in-Charge should give notice to the contractor within one month of occurrence of the excess and should decide the rates based on market rates considering the reply of contractor.

The analysis of rates on market rates should be on similar lines as adopted in the justification of tender except that market rates of material/labour, hire charges of plant and machinery intended to be used prevailing at the time of such order or occurrence shall be adopted. Over and above the market rates so arrived 10% would be added for overheads and profit of the contractor.

70. Payment of Final Bill

Final bill of all works shall be paid as per DPA's citizens' charter. In case contractor fails to submit the final bill within 2 months of completion of work, the process of final bill should be initiated by the Engineer-In-Charge suo-moto to thwart the efforts of contractor to delay the preparation of final bill which in all probability may be in the minus. Similarly E-I-C should not delay recoveries for any overpayments detected/ the recoveries being disputed by the contractor on the plea that contractor has gone to Arbitration.

- 71. Liquidated damages shall be levied at the rate of 0.50% of part thereof (per week / part thereof) of contract value for delay of each week of 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.

72. 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 DPA after ascertaining necessary compliance as per Goods & Service Tax – 2017. The contractor should have valid GST registration number to become eligible for Participating in the bid. The TDS on GST as per the applicability will be 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 of GSTR 1 so that DPA can avail input tax credit in timely manner. In case DPA not allowed input tax credit due to failure on part of the Contractor Service provider / Supplier etc. It will be financial loss to the DPA and therefore same shall recovered from payment / deposit of the Contractor / Service provider / Supplier etc.

73. The contractor shall have to obtain quarry permits from the office of the Geologist, Department of Geology and Mines, Bhuj-Kutch before quarrying any secondary materials like Quarry spall, crushed metal, sand, earth, murrum, rubble etc.

74. Special conditions for environmental protection

- (i) The Contractor shall strictly follow-up the Environmental rules as per the Environmental protection Act 1986. While execution of work and as directed by Engineer in Charge.
- (ii) All the Construction materials eg. Cement, Aggregates, sand & fill materials which are to be used in construction work shall be covered with Tarpaulin or other fabric material as directed by Engineer In Charge.
- (iii) The contractor should stacked and dispose the waste material in such a manner which are not destroy the environment.
- (iv) The contractor shall sprinkles the water to minimise the dust emission.
- (v) Machine mixers, vibrators, way batchers plant, diesel generator sets and other vehicles engines shall not be left running when not in use.
- (vi) Emission of NO₂ and SO₂ shall be maintained within the work site area as per the International Regulations (MARPOL).
- (vii) To prevent the minimise vibration and noise from machineries / vehicles during construction activities the contractor shall take the remedial action to minimise noise pollution as under:-
 - a. Provide adequate silencers attached with all vehicles and machineries.

- b. Install suitable mufflers on engine exhaust and compressor component.
 - c. The diesel generators set shall be used of noise less.
 - (viii) The contractor (s) shall stacked/stored the construction materials at adequate distance from coastal area.
 - (ix) The contractor shall provide the barrier to prevent the construction material from mixing up with surface / ground water.
 - (x) The contractor (s) should discharge Waste water generated during Construction work as per CPCB/GPCB regulations.
75. The work shall be done strictly in accordance with specifications laid down in Indian Standard Code of Practice for different building trades of latest edition, in addition to the specifications given in Schedule B, approved plans and instructions issued by Engineer-in-charge from time to time
76. The contractor shall carry out work as per specification & time line flailing which notice will be issued and after three notices, if performance not found satisfactory, the contractor will be debarred for participating in new tender of Civil Engineering department for period of two years.
77. The rate quoted by the contractor shall be realistic, during the evaluation of tender, if rates quoted by the contractor are found unrealistic, the tender shall be considered non-responsive & E-I-C reserve right to cancel no any correspondence shall be entertained in this regard.
78. All the material supply be as when required in various size & shapes, required Quantity as per site requirement and instruction of Engineer-in-charge.
79. The C.I. sluice valve shall be containing brass block (gutka) & brass spindle as per relevant IS code.
80. The payment to the workers deployed by the Contractor should be paid through their respective bank account only. The contractor has to submit the bills along with documentary proof for payments made to the labour through the bank.
81. The contractor shall ensure that all his workmen wear PPE (Personal Protective Equipment's) commensurate with the severity of work.
82. The Administration shall also have the right to terminate the contract in case of default by contractor.
83. It should be clearly understood that the tendered rates include wastage and wash away due to rains, storms, floods or any other cause whatsoever.
84. The defect liability period for the subject work is of 12 months from the date of completion of work as certified by Engineer-in-charge or nodal person appointed by EIC.

CONTRACTOR

**EXECUTIVE ENGINEER(C)
DEENDAYAL PORT AUTHORITY**

SECTION 4

FORMS OF SECURITIES AND OTHER FORMATS

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

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

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

In consideration of the Board of Deendayal Port Authority incorporated by the Major Port Authority Act, 2021 (hereinafter called "The Board" which expression shall unless excluded by or repugnant to the context or meaning thereof be deemed to include the Board of Deendayal Port Authority, 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 fulfilment 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 contractor's failure to perform the said contract. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this Guarantee. However, our liability under this guarantee shall be restricted to any amount not exceeding Rs. _____ (Rupees _____) only.

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

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

4. We, _____ further agree with the Board that the
(Name of Bank and Branch)
guarantee herein contained shall remain in full force and effect during the period that would be taken for performance of the said contract and that it shall continue to be enforceable till all the dues of the Board under or by virtue of the said contract have been fully paid and its claims satisfied or discharged or till the

(Name of the user department)
of the said certifies that the terms and conditions of the said contract have been fully and properly carried out by the said Contractors and accordingly discharge this guarantee. PROVIDED HOWEVER that the Bank shall be the request of the Board but at the cost of the Contractors, renew or extend this guarantee for such further period or periods as the Board may require from time to time.
5. We, _____ further agree with the Board that the
(Name of Bank and Branch)
Board shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said contract or to extend the time of performance by the said contract or to extend the time of performance by the said Contractors from time to time or to postpone for any time or from time to time any of the powers exercisable by the board against the said Contractors and to forebear or enforce any of the terms and conditions relating to the said contract and we shall not be relieved from our liability by reason of any such variation or extensions being granted to the contractors or for any forbearance, act or omission on the part of the Board or any indulgence shown by the board to the Contractors or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.
6. This guarantee will not be discharged due to the change in the constitution of the Bank or the Contractor(s).
7. It is also hereby agreed that the Courts in [**Gandhidham**] would have exclusive jurisdiction in respect of claims, if any, under this Guarantee.
6. 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

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

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

DECLARATION BY THE PARTY:-

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

Signature of the Party
With the seal

<p style="text-align: center;">SPECIMEN FORMAT FOR DECLARATION (To be executed on bidder's letter head)</p>

To

(Project Title)

Ref:

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

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

Date:

Place:

Name of the Applicant:

Represented by (Name & Capacity)

SPECIMEN LETTER OF AUTHORITY FROM BANK
FOR ALL BGs
(To be executed on Bank's Letter Head)

Date:

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

Dear Sir,

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

M/s. _____
(Name of contractor)

.....

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

We also confirm 1) _____

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

Name of signature of Bank Officer

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

To
The

Dear Sir,

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

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

[specimen signature]

Yours faithfully,

Signature:

Name & Designation:

For & on behalf of:

INTEGRITY PACT

Between

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

and

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

Preamble

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

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

Section 1 - Commitments of the Principal

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Section 4 - Compensation for Damages

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

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

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

Section 5 - Previous transgression

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

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

Section 6 - Equal treatment of all Bidders / Contractors

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

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

Section 7 - Criminal charges against violating Bidders / Contractors

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

Section 8 - External Independent Monitor

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

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

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

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

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

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

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

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

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

Section 9 - Pact Duration

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

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

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

Section 10 - Other Provisions

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

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

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

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

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

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



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

Place : Gandhidham
Date : ____/____/20____

A blue ink signature of Nilesch Sachde.

Witness-1:
(Name & Address) Nilesch Sachde
Jr. Engineer

Witness-2:
(Name & Address) _____

SECTION 5

BILL OF QUANTITY

SCHEDULE "A" & "B"