

# **DEENDAYAL PORT AUTHORITY**



**TENDER DOCUMENTS FOR**

## **MONITORING FOR SMOOTH FUNCTIONING OF RO RO FACILITY SERVICES LOCATED AT HAZIRA, DAHEJ & GHOGHA**

**OFFICE OF THE SUPERINTENDING ENGINEER (PROJECT)**

**CIVIL ENGINEERING DEPARTMENT  
DEENDAYAL PORT AUTHORITY  
ADMINISTRATIVE OFFICE  
BUILDING, PINCODE-370201,  
KUTCH- GUJARAT, INDIA  
E-mail : DPA.roro@gmail.com**

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**DEENDAYAL PORT AUTHORITY**

**DC: 1**

**COMPETITIVE BIDDING**

**NIT NO: 01- P/ 2024**

**MONITORING FOR SMOOTH FUNCTIONING OF RO RO FACILITY SERVICES LOCATED AT  
HAZIRA, DAHEJ & GHOGHA**

**PERIOD OF DOWNLOADING OF BID DOCUMENTS**

FROM	: DATE 13/02/2024
TO	: DATE 14/03/2024 TIME 1600 HRS.
LAST DATE AND TIME FOR RECEIPT OF BIDS	: DATE 14/03/2024 TIME 1600 HRS.
TIME AND DATE OF OPENING OF BIDS	: DATE 14/03/2024 TIME 16:30 HRS
PLACE OF OPENING OF BIDS	Office of SE(P), Adminstrative Office Building, Gandhidham –370201- KUTCH , GUJARAT STATE, INDIA,

**OFFICE INVITING BIDS**

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

# **DEENDAYAL PORT AUTHORITY**

## **NOTICE INVITING TENDER**

**Tender No. 01-P/ 2024**

### **ONLINE TENDERING (E- Tendering)**

#### **MONITORING FOR SMOOTH FUNCTIONING OF RO RO FACILITY SERVICES LOCATED AT HAZIRA, DAHEJ & GHOGHA**

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

Work Description	Tender Fee (In Rs.)	Estimated cost (In Rs.)	EMD (In Rs.)	Date of Pre-Bid Meeting	Last Date and time of online Submission of bid documents	Date and time of online opening
MONITORING FOR SMOOTH FUNCTIONING OF RO RO FACILITY SERVICES LOCATED AT HAZIRA, DAHEJ & GHOGHA	Rs. 1770/- (Including 18% GST)	Rs.19,440,000.00	Rs. 1,94,400.00	N.A	Up to 16.00 hours on 14/03/2024	@16.30 hours on 14/03/2024

Detailed tender notice along with complete tender documents can be downloaded from website <https://kpt.nprocure.com> from 13/02/2024 to 14/03/2024 @ **16:00** hrs. Tender Notice is also available on <http://deendayalport.gov.in> Technical Bid will be opened on 14/03/2024 @ **16:30** Hrs. Date of opening of price bid shall be notified after scrutiny & evaluation of Technical Bid. For further details and general enquiries prospective bidders may contact SUPERINTENDING ENGINEER (P), Ground Floor, ANNEXE, A. O. Building, GANDHIDHAM-370201, **Kutch District, Gujarat State, INDIA**, during working hours before the last date and time of downloading of tender documents.

**SUPERINTENDING ENGINEER (P)**

**DEENDAYAL PORT AUTHORITY**

## **DEENDAYAL PORT AUTHORITY NOTICE**

### **INVITING ONLINE TENDER**

Details about E/Online tender:

Department Name	Civil Engineering Department
Circle/ Division	Project Division, A.O. Building, Gandhidham, Kutch-370201
Tender Notice No.	01 - P/ 2024
Name of Work	MONITORING FOR SMOOTH FUNCTIONING OF RO RO FACILITY SERVICES LOCATED AT HAZIRA, DAHEJ & GHOGHA
Estimated Contract Value (INR)	<b>Rs. 19,440,000.00/-</b>
Period of Completion (in Months)	24 Months
Bidding Type	Open
Bid Call (Nos.)	One
Tender Currency Type	Single
Tender Currency Settings	Indian Rupee (INR)
Qualifying Criteria :	<ol style="list-style-type: none"><li>1. Average annual financial turnover during the last three years ending 31st March of the previous financial years, should be at least <b>Rs. 58.32 lakhs</b>. (The document must be CA certified with CA's stamp and signature with UDIN no./membership no. failing which the bid will be treated as non-responsive.)</li><li>2. Experience of having successfully completed similar works during last 7 years ending last day of month previous to the one in which applications are invited should be either of the following:  Three similar completed works each costing not less than <b>Rs. 77.76 lakhs</b>.  Or  Two similar completed works each costing not less than <b>Rs. 97.20 lakhs</b>.  Or  One similar completed works each costing not less than <b>Rs. 155.52 lakhs</b>.</li></ol>

3. "Similar Works" means, having experience in providing manpower in contract in any Govt./ PSU/ Pvt. reputed organization shall be eligible for pre-qualification.

If the bidder executed the work in private Organization, the necessary TDS certificate issued by competent authority shall be submitted. (TDS amount received for the work must be CA certified with actual amount received for the said work mentioned clearly without which their bid shall stands non-responsive)

4. The Bidder has to submit the CV's of proposed manpower showing relevant documents of qualification & experience to meet the minimum qualification criteria as mention in Chapter 8 for key Personnel's.
5. Bidders who meet the minimum qualification criteria will be qualified only if their available bid capacity is more than the total bid value. The available bid capacity will be calculated as under:

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

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

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

6. Integrity Pact agreement need to be scanned, stamped, signed and dated by the bidder/ contractor (authorized person) along with two witness name, address and signature (to be arranged by the bidder) during preliminary bid stage failing which bidder will be treated as non-responsive (ANNEXURE B).

Joint Venture

Not Applicable

6

Rebate

Applicable

Bid Document Fee :	Rs. 1770/- (including 18% GST) in the favor of DPA in Digital mode only.
Bid Document Fee Payable To:	To be paid via digital mode of payment
EMD (INR): -[[	<b>EMD for Rs. 1,94,400.00/- through digital mode only.</b>
EMD (INR) In [-Favour Of :	To be paid via digital mode of payment
Bid Document Downloading Start Date	13/02/2024 upto 16.00 Hrs.
Bid Document Downloading End Date	14/03/2024 upto 16.00 Hrs.
Date & Place of Pre Bid Meeting	Not Applicable
Last Date & Time for Receipt of Bids	14/03/2024 upto 1600 Hrs.
Bid Validity Period	120 Days.

**Condition**

Integrity Pact duly signed by bidder /authorized person and two witnesses need to be uploaded during preliminary bid submission along with scan copies of proof of payment made for EMD & tender fee/MSME (along with Bid securing declaration form for bidders claiming relaxation for tender fee and EMD) in form of digitally mode payment shall be submitted in electronic format through online (by scanning) while uploading the Bid. This submission shall mean that Integrity Pact, EMD & Tender Fee are received. Accordingly, offer of those shall be opened whose Integrity Pact, EMD & Tender Fee is received electronically. However, for the purpose of realization bidder shall send the same in original to Superintendent Engineer (P) , Deendayal Port Authority at the time of Tender Opening or send the same through R.P.A.D./ Speed Post or in Person so as to reach to Superintendent Engineer, Project Division, Administrative Office Building, Gandhidham – 370201, within 7 days from the date of opening.

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

shall be treated as non-responsive (**ANNEXURE K**).

**Note:-** As the this tender requires supply of both manpower & vehicle it is required to provide MSME complying both of the below divisions in case bidder is submitting MSME complying only one of the division the of MSME then will not be considered valid for relaxation in EMD.

Group	Class	Sub-Class	Division
771	7710	77100	Renting and leasing of motor vehicles
Division-78 781/782/783	-	-	Activities of employment placement agencies

Remarks

Submission of EMD & Tender Fee/ MSME (along with Bid securing declaration form for bidders claiming relaxation for tender fee and EMD), Integrity Pact(Signed & Stamp) by bidder and two witnesses & Tender Documents with sign and stamp (Except Price Bid) during office hours within 7 days from the date of opening of tender by R.P.A.D./ Speed Post or in Person in the chamber of Superintendent Engineer, Project Division, Administrative Office Building, Gandhidham-3702021, Kutch-Gujarat.

Bid Opening Date

Technical Bid will be opened on **14 /03/2024 at 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.

- Documents in support of fulfilling qualifying criteria as indicated above.
- Tender fee - bidder have to make payments for tender fees only through Digital mode.
- EMD - bidder have to make payments for EMD only through Digital mode.

Information required for digital payment is given below:-

Account number :- 10080100022427

IFSC Code:- BARBOGANKUT

Bank of Baroda, G'dham Branch.

- Integrity Pact with bidder's stamp and signature and two witness name, address and signatures (to be arranged by the bidder).

Officer-Inviting Bids

Superintendent Engineer (P) ,  
DEENDAYAL PORT AUTHORITY.



Bid Opening Authority: Superintendent Engineer (P) ,  
DEENDAYAL PORT AUTHORITY.

Address: Superintendent Engineer (P), Deendayal Port Authority.  
Administrative Office Building, Pin code – 370201. Kutch-  
Gujarat , INDIA.

Contact Details: Email: dpt.roro@gmail.com

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

**Note:**

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

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

## **Chapter -1**

# **INSTRUCTIONS TO BIDDERS**

### **1.1 SCHEDULE FOR E-TENDERING IS AS UNDER:**

- (i) Tender Document to be downloaded from the official website of Deendayal Port AUTHORITY [www.deendayalport.gov.in](http://www.deendayalport.gov.in) OR [www.nprocure.com](http://www.nprocure.com)

Tender Fees (Non-refundable) of Rs.1770/- including 18% GST. and EMD amounting to Rs. 1,94,400.00/- (refundable). Payment through digital mode only in favour of "Deendayal Port Authority", payable at Gandhidham in below mentioned bank details.

Account number :- 10080100022427,

IFSC Code:- BARBOGANKUT,

Bank of Baroda, G'dham Branch

During the submission of Online tender, tender fee & EMD/ MSME (along with Bid securing declaration form for bidders claiming relaxation for tender fee and EMD) and Integrity Pact shall be submitted in electronic format ( i.e by scanning) while uploading the bid. Accordingly offer of those shall be opened whose tender fees, EMD/MSME details & Integrity Pact duly signed is received electronically in the preliminary stage.

- (ii) Last date and time for the online Tender submission is on **14 /03/2024 upto 16:00 hours.**

- (iii) The Online Opening of the Technical bid is on **14 /03 /2024 at 16:30 Hours.**

- (iv) Online Opening of Commercial bid will be intimated.

- (v) **Language:** The tender and all related correspondence and documents shall be written in English Language. Supporting materials, which are not translated in English and duly certified, may not be considered.

### **1.2 DOWNLOADING TENDER DOCUMENT:**

Tender documents will be available on website up to date and time as shown above. Bidders who wish to participate in this tender, shall have to register on website <https://kpt.nprocure.com>

### **1.3 DIGITAL CERTIFICATE:**

Bidders who wish to participate in online tendering, shall have to procure/ should have legally valid Digital Certificate (Class III) as per Information Technology Act-2000, by using which they can sign their electronic tenders. Bidders can procure the same from any of the licensed certifying Authority of India or can procure from (n)code solutions – a division of GNFC Ltd, who are licensed Certifying Authority by Govt. of India. All tenders shall be digitally signed. For details regarding digital signature certificate and related training the below mentioned addressee shall be contacted. In case Bidders needs any clarification/assistance or training for participating in online tender, they can contact the following office.

**(n) Code solutionsA  
division of GNFC  
301, GNFC Info tower, Bodakdev,  
Ahmedabad – 380 054 (India)  
Tel: +91 26857316/17/18  
Fax: +91 79 26857321**

- 1.4** Bidders who already have a valid Digital certificate need not procure new Digital certificate.

**1.5 ONLINE SUBMISSION OF TENDER:**

Bidders can prepare and add-on their bid any number of times prior to the last date and time prescribed for tender submission. However, the Bidders shall not be permitted to edit in any case after the last date and time prescribed for submission of tender as specified here under. No written or online request in this regard shall be entertained. Bidders shall submit their tender in Electronic format only on above mentioned website and prior to the date and time mentioned above, and the tender shall be digitally signed by the authorized person of the Bidders. Tender documents in any other form including in physical form shall not be accepted and the same shall be accepted in the electronic format only.

- 1.6** A scan copies of all details as required shall be uploaded in electronic format only. During the opening of online technical bid if it is found that above details as mentioned are not submitted in electronic format, tenders of such Bidders shall not be considered.

Bidders must invariably quote the rate online on every Commercial bid, failing which they shall not be allowed to participate in the online auction.

- 1.7** The online tenders shall be uploaded till **14/03/2024 upto 16:00 Hours**. The tender document comprises of 03 (three) parts (i) Tender Fees & EMD, (ii) Technical bid and (iii) Commercial bid.

**1.8 SUBMISSION OF TENDER FEES & E.M.D.:**

Tender Fees (Non-refundable) of Rs.1770/- including 18% GST and EMD amounting to Rs. 1,94,400.00/- is to be submitted to DPA through digital mode in favour of "Deendayal Port Authority", payable at Gandhidham in the above mentioned bank details.

**1.9 OPENING OF TECHNICAL TENDER:**

Technical tenders shall be first opened online on **14/03/2024 at 16:30 Hours** in the OFFICE OF THE SUPERINTENDING ENGINEER (PROJECT), CIVIL ENGINEERING DEPARTMENT, DEENDAYAL PORT AUTHORITY, ADMINSTRATIVE OFFICE BUILDING, POST BOX NO. 50 – 370201, KUTCH DISTRICT, GUJARAT STATE, INDIA,Email:DPA.roro@gmail.com

- 1.10** Technical bid shall be evaluated as per procedures mentioned in the tender documents. The decision of the committee on evaluation of the bids shall be final and binding to every Bidders.

**1.11 OPENING OF ONLINE COMMERCIAL BID:**

Online Commercial/Price bid of only qualified Bidders, whose technical bid is accepted, shall be opened.

**1.12 CONTACTING OFFICER:**

For Further details, /clarifications if any, will be available from the OFFICE OF THE SUPERINTENDING ENGINEER (PROJECT), CIVIL ENGINEERING DEPARTMENT, DEENDAYAL PORT AUTHORITY, ADMINISTRATIVE OFFICE BUILDING- 370201, KUTCH DISTRICT, GUJARAT STATE, INDIA, e-mail: DPA.roro@gmail.com

- 1.13** The tender fees for online tender documents shall not be refunded under any circumstances.
- 1.14** Tenders which do not fulfill all or any of the conditions of tender document like tender fees, Bid securing Declaration and others, shall be rejected outright. Tender with incomplete details in any aspect shall also be rejected.
- 1.15** Conditional tender shall not be accepted.
- 1.16** This tender notice shall form a part of tender document.
- 1.17** The Bidders are advised to read carefully all the Instructions and conditions stipulated in the tender documents.
- 1.18** The Deendayal Port Authority reserves the rights to reject any or all tenders without assigning any reason thereof.
- 1.19** Bidders are bound by the Deendayal Port Authority rules and regulations being issued from time to time.
- 1.20** Any kind of amendment shall be published only online and shall be final and binding to all the Bidders. The Pre-Bid clarifications will be uploaded on the websites [www.kpt.nprocure.com](http://www.kpt.nprocure.com) OR [www.deendayalport.gov.in](http://www.deendayalport.gov.in)
- 1.21** The details of tenders can be seen on website [www.kpt.nprocure.com](http://www.kpt.nprocure.com) **OR** [www.deendayalport.gov.in](http://www.deendayalport.gov.in)
- 1.22** The bid submitted by the Bidders should have valid digital signature certificate.
- 1.23** Every Bidders shall mention their firms full name the subject work name, email address & mobile number in the courier of their technical bid.
- 1.24** **ELIGIBILITY CRITERIA:**

Only eligible bidders fulfilling all the requirements as mentioned in the Notice inviting Online Tender may participate in the subject Tender. Successful completion of "Similar Works" only shall be considered for evaluation of eligibility criteria.

1. Average annual financial turnover during the last three years ending 31st March of the previous financial years, should be at least **Rs. 58.32 Lakhs (The document must be CA certified with CA's stamp and signature with UDIN no./membership no. failing which the bid will be treated as non-responsive.)**
2. Experience of having successfully completed similar works during last 7 years ending last day of month previous to the one in which applications are invited should be either of the following:

Three similar completed works, each work costing not less than **Rs. 77.76 Lakhs.**

Or

Two similar completed works, each work costing not less than **Rs. 97.20 Lakhs.**

Or  
One similar completed work, costing not less than **Rs. 155.52 Lakhs.**

**Note:**

- "Similar Works" means, having experience in providing manpower in contract in any Govt./ PSU/ Pvt. reputed organization shall be eligible for pre-qualification.
- If the bidder executed the work in private organization, then necessary TDS certificate issued by competent authority shall be submitted (TDS amount received for the work must be CA certified with actual amount received for the said work mentioned clearly without which their bid shall stand non-responsive).

3. The Bidder has to submit the CV's of proposed manpower showing relevant documents of qualification & experience to meet the minimum qualification criteria as mention in Chapter 8 for key Personnel's.
4. Bidders who meet the minimum qualification criteria will be qualified only if their available bid capacity is more than the total bid value. The available bid capacity will be calculated as under:

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

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

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

**Note:** For bringing value of works to current level, multiplying factor to be indicated in tender with reference to escalation based on WPI.

Financial Year	2022-23	2021-22	2020-21	2019-20	2018-19	2017-18	2016-17
Index	152.5	139.40	123.40	121.80	119.80	114.9	111.60
Multiplying factor	1	1.09	1.24	1.25	1.27	1.33	1.37

**1.25** 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.

**1.26** The bidder has to give the undertaking to provide manpower as define in tender document.

**1.27** Copy of PAN card & Goods and Services Tax Registration.

**1.28** Reports on the financial standing of the Bidder, such as balance sheet, profit and loss statements and auditor's reports for the past Three years (Documents must be CA

certified).

- 1.29** An undertaking to the effect that no change has been made in the tender documents; and
- 1.30** An Undertaking that they have not been banned / de-listed by any reputed organization in past.
- 1.31** Information regarding any litigation / dispute during last 5 years may be submitted.

**CONTRACTOR**

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

## **CHAPTER -2**

### **Form of Application**

#### **MONITORING FOR SMOOTH FUNCTIONING OF RO RO FACILITY SERVICES LOCATED AT HAZIRA, DAHEJ & GHOGHA.**

**NOTE:** Application form should be filled-in completely in all respects by attaching Annexure, if any. Incomplete forms will not be considered. The Chairman, Deendayal Port Authority, at his absolute discretion, may reject any application without assigning any reasons.

<b><u>1. PARTICULARS OF THE BIDDER(S) :</u></b>		
<b>A.</b>	Name(s) and address of bidder(s) in Block letters	
<b>B.</b>	Name of the Bidder, Postal Address / Registered Office / E-Mail Address / Mobile Number :	
<b><u>2. CONSTITUTION OF THE FIRM / COMPANY</u></b>		
<b>A.</b>	State whether it is (i) Proprietary (ii) Partnership (iii) Private Ltd. (iv) Public Limited or (v) Co-operative Society (vi) Trusts.	

#### **DECLARATION**

I / We declare that I / We have gone through the Terms and Conditions set out in the tender for the Monitoring for Smooth Functioning of Ro Ro Facility Services Located at Hazira, Dahej & Ghogha as stated in Scope of Work. If I / We fail to hand over within 90 days or mutually extended period if any, after issue of Allotment letter, the EMD will stand forfeited and allotment will be liable to cancelled.

2. I / We also agree that the EMD will be held by the Port Authority without interest.
3. I / We further state that the particulars given above are true and correct to my / our knowledge and belief and that no material facts have been concealed or withheld.

PLACE: \_\_\_\_\_

DATE: \_\_\_\_\_

Signature(s) of bidder

To,

**THE SUPERINTENDING ENGINEER (PROJECT)**

**CIVIL ENGINEERING DEPARTMENT  
DEENDAYAL PORT AUTHORITY  
Administrative Office Building, Pin  
code 370201, KUTCH - GUJARAT  
E-mail: [DPA.roro@gmail.com](mailto:DPA.roro@gmail.com)**



## **SPECIMEN OF APPLICATION**

(To be executed on Bidder's Letter head)

**The Superintending Engineer (Project),**

Civil Engineering Department  
Deendayal Port Authority  
Administrative Office  
Building, Pincode(370201),  
Kutch – Gujarat  
India.

We, the undersigned, declare that:

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

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

## **CHAPTER-3**

### **TENDERING PROCESS**

**3.1** The Bidders shall have to submit the tender in three volumes as described below:

<b>Volume I</b>	<b>EMD, Tender Fees &amp; Integrity Pact to be submitted in preliminary stage (Online)</b>
<b>Volume II</b>	<b>Technical bid (Online)</b>
<b>Volume III</b>	<b>Commercial bid (Only Online)</b>

**3.2 CONTENTS OF THE TECHNICAL BID:**

The Technical bid shall invariably be submitted along with information / documents as required, failing which, tender shall be rejected and commercial tender of such Bidders shall not be opened.

3.3 The authorized signatory shall sign the tender documents and other confirmation, undertaking etc. to be attached with the tender. The Bidders shall also produce a letter of authorization in form of power of attorney on requisite bond in case of partnership firm or resolution of the board of directors in case of company with the tender documents.

3.4 Tenders without Tender fees, EMD and Integrity Pact duly signed by bidder /authorized person with two witnesses in preliminary bid stage form shall not be considered valid and Technical bid of those Bidders shall not be opened.

**SUPERINTENDING ENGINEER (PROJECT)**

**DEENDAYAL PORT AUTHORITY**

**Signature of bidder**

# **CHAPTER - 4**

## **TERMS AND CONDITIONS**

### **4.1 APPLICATIONS RECEIVED EARLIER IF ANY:**

All the offers received prior to inviting online tenders as mentioned herein shall be treated as cancelled. The tenders received through online tendering shall only be considered.

### **4.2 TENDER DOCUMENT TO BE READ AND UNDERSTOOD CAREFULLY:**

The Bidders shall be deemed to have read and understood the tender document and visit the site, so that bidders are fully conversant with the provisions applicable.

### **4.3 DETAILS OF STATUS / CONSTITUTION OF THE BIDDERS:**

The Bidders shall invariably mention Status of the Firm, Name and Designation of the Partners/Directors/Share Holders etc. with profit sharing ratio and / or share holding pattern etc. Along with certified copy of all relevant documents in the Tender Document. Any change made in the above constitution subsequent to submission of the Tender Documents shall disqualify the successful Bidders.

### **4.4 (Earnest Money Deposit - EMD)**

- A. Earnest Money Deposit (EMD) shall be Rs. 1,94,400.00/- bidder have to make payments for EMD only through Digital mode. Information required to make for digital payment is given below:-

Account number:- 10080100022427

IFSC Code: - BARBOGANKUT

Bank of Baroda, G'dham Branch.

- B. The EMD upto Rs. 5 lakhs be to be paid in digital mode only. EMD beyond Rs. 5 lakhs be payable in the form of Bank Guarantee for the entire amount from any Nationalized / Scheduled Bank (Except Co-Operative Banks) from any branch in India preferably from the local branch where the port is situated. Bank Guarantee submitted as Earnest Money shall be valid for 28 days beyond the validity of the Bid. Bank Guarantee shall be verified independently by the Port with the bank before finalization of technical offer. In the event of lack of confirmation of issue of the Bank Guarantee by the Bank, the bid shall stand disqualified.
- C. EMD of unsuccessful bidders other than L1 and L2 be refunded immediately after ranking of price bids. Earnest Money of L2 be refunded immediately after entering in to agreement with L1 and acceptance of Performance Guarantee from L1.
- D. EMD shall be refunded suo-motto without any application from the bidders.
- E. The EMD of the successful bidder will be discharged after he has signed the Agreement and furnished the required Performance Security.
- F. The EMD may be forfeited, if

- 1) The bidder withdraws the Bid after Bid opening during the period of Bid Validity;

- 2) The Bidder does not accept the correction of the Bid Price pursuant to clause 27.
  - 3) The successful Bidder fails within the specified time limit to
    - a) Sign the Agreement or
    - b) Furnish the required Performance Security.
- G. In case of Micro and Small Enterprise (MSEs) holding valid certificate issued by any agencies/organization under The Ministry of Micro, Small and Medium Enterprises indicating the list of activity related to the subject tender as per National Industrial Classification -2008 mentioned in **the table below only shall become eligible for exemption** from payment of Tender fee/EMD. Such bidder shall upload the scanned copy of valid certificate in preliminary bid as well as duly filled in and signed 'Bid Securing Declaration' as per format provided in the tender document, failing which the bid shall be treated as non-responsive.

Note:-As the this tender requires supply of both manpower & vehicle it is required to provide MSME complying both of the below divisions. In case bidder is submitting MSME complying only one of the division of MSME then the bidder will not be considered valid for exemption in EMD :-

Group	Class	Sub-Class	Division
Division-77 771	7710	77100	Renting and leasing of motor vehicles
Division-78 781/782/783	-	-	Activities of employment placement agencies

#### **4.5 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.

Performance guarantee should be 10% of Contract price of which 5% of contract price should be submitted as Bank Guarantee, or Digital Mode within (21 days in case of domestic bid and within 28 days in case of global bids) 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 will be refunded within 14 days from the date of payment of final bill.

Balance SD to be refunded after completion of work Failure of the successful Bidder to comply with the above requirements 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 the period of three years from the date of notification.

- 4.6** All bids should be digitally signed. For details regarding Digital signature certificate and related matters, the below mentioned address should be contacted: (n) code Solutions, A Division of GNFC, 301 GNFC Info tower, Bodakdev, Ahmedabad. Tel. 91 79 26857316/17/18 Fax: 91 79 26857321 E-mail: [nprocure@gnfc.net](mailto:nprocure@gnfc.net) **Mobile: 9327084190 / 9898589652.**

**4.7 DEADLINE OF SUBMISSION OF THE BIDS:**

Bids must be received by the Deendayal Port Authority through online at website <https://kpt.nprocure.com> not later than **16:00 hours on 14 / 03 / 2024**, in the event of the specified date for the submission of bids being declared a holiday by the Deendayal Port Authority, the Bids will be received upto the appointed time on the next working day.

The Deendayal Port Authority may extend the deadline for submission of bids by issuing an amendment, in which case all rights and obligations of the Deendayal Port Authority 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 Bidders shall submit 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 Bidders, the conditions mentioned in the Port's uploaded document shall prevail. Besides, the Bidders shall be liable for legal action for the lapses.

**4.8 LATE BIDS**

After the deadline of bid submission, the bids cannot be submitted through online.

**4.9 MODIFICATIONS AND WITHDRAWAL OF BIDS:**

Bidders may modify or withdraw their bids before the deadline of bid submission. No Bid can be modified after the deadline for submission of Bids.

**4.10 BID OPENING AND EVALUATION**

**Bid Opening**

On the due date and appointed time, Deendayal Port Authority will first open Technical bids of all bids received. In the event of the specified date for Bid opening being declared a holiday by the Deendayal Port Authority, 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 EMD in the manner prescribed in the Bid documents, 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 shall be opened on the specified date from declaring the results of the Technical Bid.

**4.11 EXAMINATION OF BIDS AND DETERMINATION OF RESPONSIVENESS**

Prior to detailed evaluation of Bids, Deendayal Port Authority will determine whether each Bid: 21

- (a) Has been properly digitally signed,
- (b) Meets the eligibility criteria
- (c) Is accompanied by the required EMD, 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, Deendayal Port Authority'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 Deendayal Port Authority, and may not subsequently be made responsive by correction or withdrawal of the non-confirming deviation or reservation.

#### **4.12 EXPENSES FOR BIDDING**

Deendayal Port Authority will not be responsible for any expenses incurred by the bidder in connection with the preparation and submission of bids.

#### **4.13 VALIDITY OF BIDS**

The Commercial bid as quoted by the Bidders shall valid for a period of **120 Days** with effect from the day of opening of tenders and date of auction, as applicable unless extension is sought for by Deendayal Port Authority and accepted by the Bidder.

- 4.14** The bidder has to understand the scope of work before bidding. Deviation / claim if any, after submission of bid will not be entertained.

#### **4.15 RIGHT OF ACCEPTANCE OR REJECTION OF ANY BID**

Chairman, DPA reserves the absolute right to reject any Bid at any time without assigning any reason thereto.

#### **4.16 PAYMENT PERIOD**

The monthly bills will be paid within 15 days after certification of Engineer-in-charge.

- 4.17** 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 Ro Pax 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 Ro Pax Contractor.

- 4.18** Power of Attorney in favor of the person signing the application and undertaking on behalf of a partnership firm. The authorized signatory shall sign the tender documents and other confirmation, undertaking etc. to be attached with the tender. 22  
The Bidders shall also produce a letter of authorization in form of power of attorney

on requisite bond in case of partnership firm or resolution of the board of directors in case of company duly notarized with the tender documents.

**4.19** Deleted

**4.20** Sub-Contracting: - The Contract may not sub-contract of this awarded contract.

**Signature of bidder**

**SUPERINTENDING ENGINEER (PROJECT)  
Deendayal Port Authority**

## **CHAPTER -5 CONDITIONS OF CONTRACT**

### **A. General**

#### **5.1 Definitions**

5.1.1 Terms which are defined in the Contract Data are not also defined in the Conditions of Contract but keep their defined meanings capital initials are used to identify defined terms.

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

**Completion Date** - the date of Completion of the Works as certified by the Nodal Officer or his nominee.

**Contract** - the contract entered between the Employer and the bidder to execute, complete and maintain the Works.

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

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

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

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

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

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

**Employer** -the party who will employ the Contractor to carry out the Works.

**Nodal Officer** -or his nominee is the person named in the Contract Data (or any other Competent person appointed and notified to the Contractor to act in replacement of the Nodal Officer or his nominee) who is responsible for supervising the awarded work/contract, Administering the Contract, certifying payments due to the Contractor, issuing and valuing Variations to the contract, awarding extensions of time and valuing the Compensation Events.

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

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



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

**Materials** -all supplies, including consumables, used by the Contractor for incorporation in the Works.

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

**Site** -the area defined as such in the Contract Data. Site Investigation Reports are those which were included in the Bidding documents and are factual interpretative reports about the surface and subsurface conditions at the site.

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

**Starts Date** -It is the date when the Contractor shall commence execution of the works. It does not necessarily coincide with any of the Site Possession Date.

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

**Board** -Board of Trustees of the Deendayal Port, a body corporate under the Major Port Act, 2021 as amended from time to time.

**Chairman** - means the Chairman of the Board of Trustees of Deendayal Port.

**"Engineer-in- Charge"** means the Superintending Engineer/ Executive Engineer / Assistant Executive Engineer the Deendayal Port Authority.

**"Nodal officer"**- Nominated officer by DPA.

**"Full Time Key Personnel"**-Means the proposed manpower working on DPA office time basis (i.e. at the Administrative Building/Appointed Terminals) for this tender.

## **5.2 Interpretation**

In interpreting this Condition of Contract, singular also means plural, male also means female or neuter and the other way around. Headings have no significance. Words have their normal meaning under the language of the Contract instructions clarifying queries about the Conditions of Contract

5.2.1 If sectional completion is specified in the Contract Data, references in the Conditions of Contract to the Works, the Completion Date, and the Intended Completion Date apply to any Section of the Works (other than references to the Completion Date and Intended Completion date for the whole of the Works).

5.2.2 The documents forming the Contract shall be interpreted in the following

order of priority:

- 2.1 Agreement
- 2.2 Letter of Acceptance and notice to proceed with Works Contractor's Bid.
- 2.3 Contract Data
- 2.4 Conditions of Contract including Special Conditions of Contract
- 2.5 Bill of quantities
- 2.6 Any other documents listed in the Contract Data as forming part of the Contract.

### **5.3 Language and Law**

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

### **5.4 Nodal Officer or his nominee's Decisions**

- 5.4.1 Except where otherwise specifically stated, the nodal officer or his nominee will decide contractual matters between the Employer and the Contractor in the role representing the Employer.

### **5.5 Delegation**

- 5.5.1 The Nodal officer or his nominee may delegate any of the duties and responsibilities to other people except to the Conciliator after notifying the Contractor and may cancel any delegation after notifying the Contractor.

### **5.6 Communications**

- 5.6.1 Communications between parties which are referred to in the conditions are effective only when in writing.

### **5.7 Personnel**

- 5.7.1 The Contractor shall deploy the key personnel as per the availability to execute the work. The Nodal Officer or his nominee will approve any proposed replacement of Key personnel as per their qualifications, abilities, and relevant experience. The employer has liberty to check the no. of person.
- 5.7.2. If the Nodal Officer or his nominee asks the Contractor to remove a person who is a member of the Contractor's staff of his work force stating the reasons, the Contractor shall ensure that the person leaves the Site within seven days and has no further connections with the work in the Contract.

### **5.8 Employer's and Contractor's Risks**

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

### **5.9 Contractor's risks**

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

Contractor.

## **5.10 Insurance**

- 5.10.1 The Contractor shall provide in the joint names of the employer and the Contractor, insurance cover from the Start Date to the end of the Contract Period, in the amounts and deductibles state in the Contract Data for the following events which are due to the Contractors risks.
- (a) Loss of or damage to the Contractors risks.
  - (b) Loss of or damage to Equipment;
  - (c) Loss of or damage property (except the Works, Plant, Materials, Vehicles and Equipment in connection with the Contract, and
  - (d) Personal injury of death.
- 5.10.2 Policies and certificates for insurance shall be delivered by the Contractor to the Nodal Officer or his nominee for the Nodal Officer or his nominee's approval before Start Date. All such insurance shall provide for compensation to be payable in the types and proportions of currencies required to rectify the loss or damage incurred.
- 5.10.3 If the Contractor does not provide any of the policies and certificates required, the Employer may affect the insurance which the Contractor should have provided and recover the premiums the Employer has paid from payments otherwise due to the Contractor or, if no payment of the premiums shall be a debt due.
- 5.10.4 Alternate to the terms of insurance shall not be made without the approval of the Nodal Officer or his nominee.
- 5.10.5 Both parties shall comply with all conditions of the insurance policies.

## **5.11 Site Investigation Reports**

- 5.11.1 Available data are enclosed. However, the bidder may assess themselves, if any additional data required.
- 5.11.2 The Nodal Officer or his nominee will clarify queries on the Contract Data.

## **5.12 Safety**

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

## **5.13 Discoveries.**

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

#### **5.14 Access to the Site**

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

#### **5.15 Instructions**

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

#### **5.16 Disputes**

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

#### **5.17 Settlement of Disputes**

- 5.17.1 If a dispute of any kind whatsoever arises between the Employer and the Contractor in connection with, or arising out of the Contract or the execution of the Works, whether during the execution of the Works or after their completion and whether before or after repudiation or after termination of the Contract, including any disagreement by either party with any action, inaction, opinion, instruction, determination, certificate or valuation of the Nodal Officer or his nominee, the matter in dispute shall, in the first place be referred to the Disputes Review Board [DRD] in case of contracts valuing more than Rs.5 crores and above, and for contracts valuing less than Rs. 5.00 crore, the disputes will firstly be settled by the Conciliator, failing which any party may invoke arbitration clause.

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

##### **5.17.2 Decision by Conciliator**

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

the disputes to arbitration within 28 days, the conciliators decision will be final and binding.

### **5.18 Arbitration**

- (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, order or to the condition or otherwise concerning the work or regarding the execution or failure to execute the same whether arising during the progress of work or after the completion there of 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 there after 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. It is also a term of the contract that if the contractor does not make any demand for appointment of arbitrator in respect of any claims/disputes in writing, as aforesaid, within 120 days of receiving the intimation from the Engineer-in-Charge that the final bill is ready for payment, the claim of the contractor shall be deemed to have been waived and absolutely barred and the Port Trust shall be discharged and released of all liabilities under the contract in respect of these claims.
- (vi) 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.
- (vii) The award of the arbitrator shall be final, conclusive and binding on all the parties to the contract.

- (viii) The arbitrator from time to time, with the consent of both the parties, enlarge the time for making and publishing the award.
- (ix) 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.
- (x) 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.
- (xi) 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.
- (xii) Venue of the arbitration shall be such place as may be fixed by the arbitrator at his sole discretion”.

### **5.19 Replacement of Conciliator**

- 5.19.1 Should the Conciliator resign or die, or should the Employer and the Contractor agree that the conciliator is not fulfilling his functions in accordance with the provisions of the Contract, a new Conciliator will be jointly appointed by the Employer and the Contractor.

In case of disagreement between the Employer and the Contractor, within 30 days the Conciliator shall be appointed by the Appointing Authorities designated in the Contract Data at the request of either party within 14 days of receipt of such request.

### **5.20 Bill of Quantities**

- 5.20.1 The Bill of Quantities shall contain items as per Schedule – B for a period of 24 months.

### **5.21 Payment Certificates**

- 5.21.1 The Contractors shall submit monthly bills to the Nodal Officer or his nominee.

### **5.22 Currencies**

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

### **5.23 Retention**

- 5.23.1 The employer shall retain from each payment due to the Contractor the proportion stated in the contract data until completion of the whole of the works.
- 5.23.2 Retention money shall be deducted at 5% from each running bill in addition to performance guarantee, this retention money shall be refunded within 14 days from the date of payment of final bill.

### **5.24 Liquidated damages**

5.24. A In case of delay in completion of the contract, liquidated damages (L.D) may be levied at the rate of 1/2% of the contract value per week of delay or part thereof, subject to a maximum of 10 per cent of the contract price.

(i) The employer, if satisfied, that the works can be completed by the contractor within a reasonable time after the specified time for completion, may allow further extension of time at its discretion with or without the levy of L.D. In the event of extension of time at its discretion with L.D, the owner will be entitled without prejudice to any other right or remedy available in that behalf per cent (1/2%) of the contract value of the works for each week or part of the week subject to ceiling up to 10% of contract value.

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

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

(iv) Deleted.

Note: Contract price for LD shall be inclusive of tender price plus taxes and duties.

## **5.25 Taking over**

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

## **5.26 Termination**

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

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

a) The Contractor stops work for 28 days when no stoppage of work is shown on the current program and the stoppage has not been authorized by the Nodal Officer or his nominee.

b) The Nodal Officer or his nominee instructs the Contractor to delay the progress of the work and the instruction is not withdrawn within 28 days.

c) The employer or the Contractor becomes bankrupt or goes into liquidation other than for a reconstruction restructure or amalgamation.

d) A payment certified by the Nodal Officer or his nominee is not paid by the employer to the Contractor within 50 days of the date of the Nodal Officer or his nominee's certificate.

- e) The Nodal Officer or his nominee gives Notice the failure to correct a particular defect is a fundamental breach of contract and the Contractor fails to correct it within a reasonable period of time determined by the Nodal Officer or his nominee.
- f) The Contractor does not maintain a security deposit which is required.
- g) The Contractor has delayed the completion of works by the number days for which the maximum amount of liquidated damages can be paid as defined in the contract data and
- h) If the Contractor, in the judgment of the employer has engaged in corrupt or fraudulent practices in competing for or in the executing the contract.
- i) For the purpose of this paragraph: "corrupt practice" means the offering, giving receiving or soliciting of anything of value to influence the action of public officials in the procurement process or in contract execution. "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the employer, and includes collusive practice. Contractor (prior to or after bid submission) designed to establish bid prices at artificial non- competitive levels and to deprive the employer of the benefits of free and open competition".

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

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

## **5.27 Payment upon Termination**

5.27.1 If the contract is terminated because of a fundamental breach of contract by the Contractor, the Nodal Officer or his nominee shall issue a certificate for the value of the work done less advance payments received upto the date of the issue of the certificate, less other recoveries due in terms of the contract, less taxes due to be deducted at source as per applicable law and less the percentage to apply to the work not completed as indicated in the contract data. Additional liquidated damage shall not apply if the total amount due to the employers exceeds any payment due to the Contractor, the difference shall be payable to the employer.

5.27.2 If the contract is terminated at the employer's convenience or because of a fundamental breach of contract by the employer, the Nodal Officer or his nominee shall issue a certificate for the value of the work done, the reasonable employed solely on the works, and the Contractor's costs of protecting and securing the works and loss of profit on uncompleted works less advance



payments received up to the date of the certificate, less other recoveries due in terms of the contract and less taxes due to be deducted at source as per applicable law.

## **5.28 Property**

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

## **5.29 Releases from Performance**

- 5.29.1 If the Contract is frustrated by the outbreak of war or by other event entirely outside the control of either the Employer or the Contractor, the Nodal Officer or his nominee shall certify that Contract has been frustrated. The Contractor shall leave the Site and stop work as quickly as possible after receiving this certificate and shall be paid for all work carried out before receiving it and for any work carried out afterwards to which commitment was made.

## **5.30 SPECIAL CONDITIONS OF CONTRACT**

### **1. LABOUR**

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

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

### **2. COMPLIANCE WITH LABOUR REGULATIONS:**

During continuance of the contract, the Contractor and his sub-Contractors shall abide at all times by all existing labour enactment and rules made there under, regulations, Notifications and by laws of the State or Central Government or local authority and any other labour law (including rules) regulations, bye laws that may be passed or notification that may be issued under any labour law in future either by the State or Central Government or the local authority. Salient features of some of the major labour laws that are applicable to construction industry are given below.

The Contractor shall keep the Employer indemnified in case any action is taken against the employer by competent authority on account of

contravention of any of the provisions of any Act or rules made there under, regulations or notifications including amendments. If the Employer is caused to pay or reimburse such amounts as may be necessary to cause or observe, or for non-observance of the provisions stipulated in the notifications/bye laws/Acts/Rules /regulations including amendments, if any, on the part of the Contractor the Nodal Officer or his nominee/Employer shall have the right to deduct any money due to the Contractor including his amount of performance security. The Employer/Nodal Officer or his nominee shall also have right to recover from the Contractor any sum required or estimated to be required for making good the loss or damage suffered by the Employer.

The employees of the Contractor and the Sub-Contractor in no case shall be treated as the employees of the Employer at any point of time.

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

- (a) Workmen Compensation Act 1923: - The act provides for compensation in case of injury by accident arising out of and during the course of employment.
- (b) Payment of Gratuity Act 1972: - Gratuity is payable to an employee under the Act on satisfaction of certain conditions on separation if an employee has completed 5years' service or more on death at the rate of 15 days'wages for every completed year of service. Act is applicable to all establishments employing 10 or more employees.
- (c) Employees P.F and Miscellaneous Provision Act 1952: - The Act Provides for monthly contribution by the employer plus workers @ 12%/8.33%. the benefits payable under the Act are:
  - i. Pension to family pension retirement or death, as the case may be.
  - ii. Deposit linked insurance on the death in harness of the worker,
  - iii. Payment of P.F accumulation on retirement/death etc.
- (d) Maternity Benefit Act 1951: - The Act provides for leave and some other benefits to workmen/ employees in case of confinement or miscarriage etc.
- (e) Contract Labour (Regulation & Abolition) Act 1970: - The Act provides for certain welfare measures to be provided by the Contractor to contract labour and in case the Contractor fails to provide, the same are required to be provided, by the Principal Employer by Law. The Principal Employer is required to take Certificate of Registration and the Contractor is required to take license from the designated Officer. The Act is applicable to the establishments or Contractor of Principal Employer if they employ 20 or more contract labour.
- (f) Minimum Wages Act 1948: - The Employer is supposed to pay not less than the Minimum Wages fixed by appropriate Government as per provisions of the Act if the employment is a scheduled employment Construction of Buildings, Roads, Runways are scheduled employment.

- (g) Payment of Wages Act 1936: - It lays down as to by what date the wages are to be paid when it will be paid and what deductions can be made from the wages of the workers.
- (h) Equal Remuneration Act 1979: - The Act provides for payment of equal wages for work of equal nature to Male and Female workers and for not making discrimination against Female employees in the matters of transfers, training and promotions etc.
- (i) Payment of Bonus Act 1965: - The Act is applicable to all establishments employing 20 or more employees. The Act provides for payments of annual bonus subject to a minimum of 8.33% of wages and maximum of 20% of wages to employees drawing Rs.3500/- per month or less. The bonus to be paid to employees getting Rs.2500/- per month or above upto 3500/- per month shall be worked out by taking wages as Rs.2500/- per month only. The Act does not apply to certain establishments. The newly set-up establishments are exempted for five years in certain circumstances. Some of the State Governments have reduced the employment size from 20 to 10 for the purpose of applicability of this Act.
- (j) Industrial Disputes Act 1947: - The Act lays down the machinery and procedure for resolution of industrial disputes, in what situations a strike or lockout becomes illegal and what are the requirements for laying off or retrenching the employees or closing down the establishment.
- (k) Industrial Employment's (Standing Orders) Act 1946: - It is applicable to all establishments employing 100 or more workmen (employment size reduced by some of the States and Central Government to 50).The provides for laying down rules governing the conditions of employment by the Employer on matters provided in the Act and get same certified by the designated Authority.
- (l) Trade Unions Act 1926: - The Act lays down the procedure for registration of trade union of workmen and employers. The Trade Union registered under the Act have been certain immunities from civil and criminal liabilities.
- (m) Child Labour (Prohibition & Regulation) Act 1986: - The Act prohibits employment of children below 14 years of age in certain occupations and processes and provides for regulation of employment of Children in all other occupations and processes. Employment of Child Labor is prohibited in Building and Construction Industry.
- (n) Inter-State Migrant workmen's (Regulation of Employment & Conditions of Service) Act 1979: -The Act is applicable to an establishment which employs 5 or more inter- state migrant workmen through an intermediary (who has recruited workmen in one state for employment in the establishment situated in another state). The Inter- State migrant workmen, in establishment to which this Act becomes applicable, are required to be provided certain facilities such as housing, medical aid, travelling expenses from home upon the establishment and back, etc.
- (o) The Building and Other Construction workers (Regulation of Employment and Conditions of Service Act 1996 and the Cess Act of 1996: - All the establishments who carry on any building or other construction work and employs 10 or more workers are covered under this Act. All such

establishments are required to pay cess at the rate not exceeding 2% of the cost of construction as may be modified by the Government. The Employer of the establishment is required to provide safety measures at the Building or Construction work and other welfare measures, such as Canteens, First-Aid facilities. Ambulance, Housing accommodations for workers near the work place etc. The Employer to whom the Act applies has to obtain a registration certificate from the Registering Officer appointed by the Government.

- (p) Factories Act 1948: - The Act lays down the procedure for approval at plans before setting up a factory, health and safety provisions, welfare provisions, working hours, annual earned leave and rendering information regarding accidents or dangerous occurrence to designated authorities. It is applicable to premises employing 10 persons or more with aid of power or 20 more persons without the aid of power engaged in manufacturing process.

**Contractor**

**SUPERINTENDING ENGINEER (P)  
Deendayal Port Authority**

## **CHAPTER 6**

### **CONTRACT DATA**

Items marked "N/A does not apply in this contract.

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

The employer is Chairman,  
Deendayal Port Authority,  
Kandla

Address: Administrative Office Building, Gandhidham - 370201, Kutch-Gujarat State,  
India Employer's authorized representative is Chief Engineer Deendayal Port  
Authority.

The nodal officer or his nominee is  
SUPERINTENDING ENGINEER (P),  
DEENDAYAL PORT AUTHORITY,  
ADMINISTRATIVE OFFICE  
BUILDING, GANDHIDHAM-370201,  
KUTCH -GUJARAT, INDIA,

Nodal officer's authorized representative is AXEN / AE

The conciliator appointed jointly by the employer and Contractor is: **(Not Applicable)**

Name:- **Not Applicable**  
Address:- **Not Applicable**

The name and identification number of the contract is **MONITORING FOR SMOOTH FUNCTIONING OF RO RO FACILITY SERVICES LOCATED AT HAZIRA, DAHEJ & GHOGHA**

The works consist of **MONITORING FOR SMOOTH FUNCTIONING OF RO RO FACILITY SERVICES LOCATED AT HAZIRA, DAHEJ, GHOGHA, GANDHIDHAM & AT OTHER PORTS IN THE VICINITY IF GMB, AS DIRECTED BY ENGINEER IN CHARGE**

The intended completion period for the whole of the work is **24 (twenty-four) Months.**

The following documents also form part of the contract

The Contractor shall submit a program for the works immediately after delivery of the letter of acceptance.

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

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

Appointing authority for the Arbitrator is Chairman, DPA.

The language of the contract documents is  
English

The law, which applies to the contract, is  
law of Union of India

The currency of the contract is Indian  
rupees

Fees and types of reimbursable expenses to  
be paid to the

Dispute Review Expert

Appointing authority for the Arbitrator is  
Chairman, DPA.

## **CHAPTER 7**

### **SPECIFICATIONS AND SPECIAL CONDITIONS**

#### **7.0 SPECIFICATIONS AND SPECIAL CONDITIONS**

**7.1 Force Majeure-** This will be restricted to natural calamities and acts of God only.

#### **7.2 INCOME TAX DEDUCTIONS FROM BILLS**

Income Tax deduction, as applicable on the payments to the Contractor will be deducted from the bills as directed by the central board of director taxes, Ministry of finance, Government of India.

#### **7.3 NIGHT AND HOLIDAY WORK**

If required, the contractor has to deployed manpower and vehicles on Sundays and holidays to monitor the execution of the work or in case of any emergency at no extra cost.

#### **7.4 NOTICE OF ADDRESS**

The Contractor shall notify in writing to the Nodal Officer an address at Surat/Hazira for the service on the Contractor any communication or any notice to be given to him under the Contract and any such notice/communication to the Contractor shall be deemed to be duly served if sent by registered post to or left at such address or if delivered to the agent or representative of the Contractor. Any notice/communication to the Contractors shall also be deemed to be duly served if sent by registered Post to or left at the principal place of business or if the Contractor be a company the registered office of the Contractor or at the Contractors last known address.

**7.5** The tender for the work shall remain open for acceptance for 120 days from the date of its opening.

**7.6** The Bidders are expected to have full knowledge of the site of work and local working conditions in the port before submitting the tender. No claims/disputes whatsoever for handing over the site of work late for starting the work shall be entertained. If the contractor suffers any delay, the Engineer in charge shall grant an extension of time for completion of the work. However, no claims/disputes 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 unfailingly.

**7.7** The tender containing conditions for lowering or rising the quoted rates shall be summarily rejected.

**7.8** The tender with any condition and or inscriptions in Schedule – B or enclosures are liable to be summarily rejected. Correction if any shall be neatly scoured out and duly attested.

**7.9** 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 an agreement even though formal agreement duly signed is not executed.

- 7.10** The work shall be completed within a period of 24 (twenty-four) months. However, it may be extended for further period of 1 year on same rate & conditions on mutual consent
- 7.11** The Chief Engineer will issue pre-acceptance letter intimating the contractor about the proposed acceptance of tender. The Chief Engineer on behalf of the Board, having common seal of the Board, shall execute the tender agreement in approved form bearing the stamp of required value.
- 7.12** The value of Non-judicial stamps to be affixed on the agreement shall be of appropriate value prescribed for bond as per latest provision of law enforced at the time of executing contract and borne by the contractor. However, if the contractor furnishes G.P.F. Notes of approved guarantees in respect of part of security deposit, the stamp duty chargeable for the amount shall be as prescribed for agreements and payable in accordance with latest provision by law in force at the time of execution of the contract. All the cost of the stamp duty shall be borne by the contractor. The contractor should submit Bank Guarantee in lieu of security deposit only from Nationalized Bank having branch at Gandhidham.
- 7.13** The stamp duty paper of requisite value shall be furnished by the contractor within 10 days from the date of issue of pre-acceptance letter, failing which he will not be permitted to start the work.
- 7.14** Income tax deduction as applicable and surcharge as applicable therein shall be made while making the payment to the contractor for carrying out the work and only net amount shall have paid for, as directed by the Government, Central Board of the direct taxes, Ministry of Finance, Government of India.
- 7.15** Prospective bidders (s) may raise query relating to bidding conditions bidding process and or rejection of its bids. The reason for rejecting a tender or non-issuing a tender to prospective bidder will be disclosed where written enquiries are made by the concerned bidder.
- 7.16** The Bank Guarantee submitted in lieu of security deposit must be from any Nationalized/scheduled bank (except Co-operative) banks" having its branch at Gandhidham (Kutch) (Performa enclosed). The Bank guarantee is to be sent directly to Deendayal Port Authority by issuing Bank Though Registered AD Post.
- 7.17** Individual quantity for any tender items of work may vary to any extent as required by DPA for which the contractor shall not submit any dispute/claim what-so-ever.
- 7.18** All the Rules and Regulations in force for entry inside the Port Premises hall be observe by the contractor and by his employees.
- 7.19** All the labour acts, rules and regulations in force from time to time are to be followed by the contractor and the contractor has to obtained Licensee from the Assistant Labour Commissioner (C), in case of engaging 10 or more workers and obtain the permission if the labours are engaged 10 to 19 on any day during the course of execution of work.
- 7.20** Necessary Indian Dock Safety Regulation for the safety purpose shall be adhered to the contractor and he will be held responsible for any violation of the same. And also all the precautions regarding the safety of the workers shall have to be taken by the contractor.
- 7.21** A site order book is to be maintained by the contractor at the site of work. The orders and instructions issued from time to time by Engineer-in-charge or his representative and written in the order book shall be deemed to have been legally issued to the contractor and the contractor shall sign each entry in the order book as a token of having seen the



same. The order book shall be the property of the Board and shall be handed over to the Engineer in charge of the work in good condition after the completion of the work or whenever required by the Engineer in charge.

**7.22** deleted.

**7.23** deleted

**7.24** The notes and data furnished in Deendayal Port Authority, Schedule of Rates in force will be considered for measurement purpose in the case of various materials as regards to weightof materials and, allowance for voids, covering capacity etc. for the materials.

**7.25** During the execution of work, the contractor shall employ only such persons who are carefully 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 about execution of work in the opinion of Engineer-in-Charge, misconduct or he is found negligence in the proper performance of his duties as such persons shall not be again employed in the work without permission of Engineer-in-Charge.

**7.26** The Engineer-in-Charge will be entitled to deduct or adjust any sums of money payable by the contractor to the board under the terms of any previous contract executed by him or on his behalf from the security deposit or from any sums becomes due from the present contract.

**7.27** Erasures & overwriting are not permitted, correction if any shall be neatly scoured out and duly attested.

**7.28** The contractor shall quote the price exclusive of GST. The contractor shall quote prevailing GST rate separating, which shall be reimbursed by DPA after ascertaining necessary compliance as per Goods & Service Tax, 2017. The contractor should have valid GST registration No., to become eligible for participating if the bid. The TDS on GST as per the applicability will be deducted.

**7.29** All other duties, taxes, (Except GST), cesses applicable if any, shall be borne by the contractor.

**7.30** The rates and data furnished in the Deendayal Port Authority schedule of rates tables applicable to the relevant year in which the tender is accepted shall be considered for calculation purposed in the case of various materials as regards.

**7.31** While evaluating tenders, regard would be paid to National Defense and Security Considerations.

**7.32** 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 tender persists with the same, necessary action will be initiated against him all the tenders received on or before the due date & time shall be opened. If otherwise found in order.

**7.33** deleted

**7.34** deleted

**7.35** 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.

**7.36** 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.

**7.37** While submitting the tender, INCOME TAX PAN, GST Registration No. Should invariably be mentioned in the bid/tender/quotation, failing which the bid / tender / quotation will be considered as non – responsive and be liable for discharge.

**7.38 INTEGRITY PACT**

The bidder has to execute Integrity pact agreement with Deendayal Port Authority (As per Appendix enclosed). Shri S.K.Sarkar, IAS (Retd.) and Shri Saurabh Chandra, IAS (Retd.) has been nominated as Independent External Monitor for Integrity Pact whose address is as under:

(1) Shri S.K.Sarkar, IAS (Retd.)	(2) Shri Saurabh Chandra, IAS (Retd.)
B-104, Nayantara Aptt.,	A-9, Sector-30,
Plot No.08-B, Sec-07, Dwarka,	Noida (UP) 201301
New Delhi – 110 075	Mobile No. 9871322133
Mobile No. 98111 49324	Email: saurabh7678@yahoo.co.in
Email :- sksarkar1979@gmail.com	

Scanned copy of pre- contract Integrity Agreement (as per appendix) is to be uploaded along with the bid. Original hard copy of Pre contract Integrity Pact Agreement shall be submitted by post or hand immediately after closing date of online E-tender failing which tender shall be considered irrelevant.

The bidder have to sign and seal and uploads the scanned copy of Integrity Pact form (as per agreement form enclosed) along with the Technical Proposal as a token of acceptance. Original hard copy of the same along with the tender documents shall have to forwarded subsequently so as to reach the office of Superintending Engineer (P) within 7 days of opening of the tenders failing which tender shall be considered irrelevant. However, the Agreement is to be executed during the issuance of Pre- Acceptance letter

## **CHAPTER -8 SCOPE OF WORK**

### **8.0 SCOPE OF WORK**

**8.1** Monitoring for smooth functioning of Ro Ro facility services located at Hazira, Dahej, Ghogha, & Gandhidham and at other ports in the vicinity of GMB, including engagement of manpower & vehicle supply at different locations of Ropax Terminals/DPA office as directed by EIC.

**8.2** Contractor has to appoint following manpower & vehicles supply at different locations of Ropax Terminals for smooth functioning and liasoning with DPA:

<b>1</b>	Monitoring for smooth functioning of Ro Ro facility services located at Hazira, Dahej, Ghogha, & Gandhidham and at other ports in the vicinity of GMB, including engagement of manpower at different locations of Ropax Terminals/DPA office for smooth functioning of Ro Ro facility services as directed by Engineer - in - charge.	
A	Junior Engineer (Civil) (Skilled)	9 No. x 24.00 Month
	At Hazira (1 No. x 24.00 Month)	
	At Ghogha (1 No. x 24.00 Month)	
	At Dahej (1 No. x 24.00 Month)	
	At Muldwarka (1 No. x 24.00 Month)	
	At Pipavav (1 No. x 24.00 Month)	
	At Gandhidham (4 No. x 24.00 Month)	
B	Clerk (Semi - Skilled)	4 No. x 24.00 Month
	At Gandhidham (4 No. x 24.00 Month)	
C	Peon (Unskilled) :	3 No. x 24.00 Month
	At Gandhidham (3 No. x 24.00 Month)	
<b>2</b>	Monitoring for smooth functioning of Ro Ro facility services located at Hazira, Dahej, Ghogha, & Gandhidham and at other ports in the vicinity of GMB, including Supply of vehicle at different locations of Ropax Terminals/DPA office for smooth functioning of Ro Ro facility services as directed by Engineer - in - charge.	
A	05 Seater vehicle	4 No. x 24.00 Month
	At Hazira (1 No. x 24.00 Month)	
	At Ghogha (1 No. x 24.00 Month)	
	At Dahej (1 No. x 24.00 Month)	
	At Gandhidham (1 No. x 24.00 Month)	

- "The contractor has to arrange the boarding and basic office accommodation and

setup with peripherals required (such as Tables, Chairs, desktop/laptop, printers, UPS backup, etc.) for smooth functioning of RO-RO facility services."

- The above staff is liable to be posted at Gandhidham or any other ports in the vicinity of GMB as and when required and as directed by Engineer in charge.
- The above staff has to perform the duties such as visiting the said location as per direction of Engineer in Charge, preparation of reports etc. for development of Ro-Ro/Ro-Pax ferry services at these various locations and additional new locations in future.
- The contractor is liable to pay travelling allowance, if any, to the staff as per applicable rules. Nothing extra will be paid by DPA to the contractor towards this.
- Any other work assigned to bidder, bidder has to carry out the work without any cost as directed by Engineer in Charge.
- Key personnel will be provided with quarters of type E/F/FF in gopalpuri/ Kandla, subject to availability on chargeable basis at the rates prescribed by DPA on time to time basis.

### **8.3 Qualification and Competence of Manpower:**

#### **1 (A) Junior Engineers (NINE Numbers - Full time):**

##### **Duties:**

- They will supervise works & will ensure execution of work with adherence to specifications and drawings. They will be responsible for recording/reporting of measurements of executed work.
- They shall be coordinating and regulating their activities to ensure smooth functioning of the Construction supervision. They will visit and supervise the site works daily.
- They will submit daily activity report to Engineer in Charge of the work regarding progress of work and quality of work.
- They will offer their remarks / observation during their site visit in site visit register as well as issue the inspection note and immediately implement the measures to rectify the work without delay in execution.
- To suggest various measures for achieving required quality and workmanship in the work. To sort out all problem regarding quality of work, during the course of execution and to give proper suggestions.
- They are expected to be thoroughly familiar with various standards/ specifications, contract procedures, design and quality control etc.
- They will be responsible for ensuring safety during construction period of the project & for this purpose they will guide/monitor safety provisions to be maintained by contractor during construction.
- They will interact with the DPA officials and Coordinator on regular basis.
- They will attend all review meetings along with Coordinator.
- They will be coordinating and controlling the support personnel placed with them and will report to the Coordinator. They will interact with the DPA officials and Coordinator as & when required.

- They will be responsible for taking all measures required to control the project cost and time over-runs.
- They will examine the claims of the contractor and submit the same to the Engineer In Charge.
- They have to take all the measurements of all items of works executed in different stages and submit the same to Engineer In Charge for payment purpose.

**Essential Qualifications:**

- Graduate in B.E. /Btech Civil from recognized university.
- Total Professional Experience of 3 years or Masters in Civil Engineering/Technology from recognized university with 01 years of experience.
- Age - Not more than 35 years on bid due date.

**1 (B) Clerks (Four Numbers - Full time):**

**Duties:**

- They will assist Junior Engineers in maintaining records, correspondence, drafting and daily routine office paper/documentation works.
- Keeping detailed records of work.
- Keeping record of monthly attendance and submit it to Engineer In Charge when required for release the payment.
- Assist the junior Engineer in preparation of Daily/Weekly/Monthly progress report at site.
- Maintain records at the site as directed by Junior Engineer.
- Keep a log book containing project progress with help of Junior Engineer.
- Review applications for payment submitted by the contractor.
- They shall be coordinating and regulating their activities to ensure smooth functioning of the office work.

**Essential Qualifications:**

- Graduate in any discipline from recognized university.
- At least 3 years' experience in clerical works.
- Having typing speed of 30 WPM in English, Hindi, and Gujarati and having working knowledge of MS office, Excel, etc.
- Age - Not more than 35 years on bid due date.

**1 (C) Peons (Three Numbers - Full**

**time): Duties:**

- The Peon shall handle files between different branches of the offices.
- They shall deliver local official letter to other offices.

- Other non-clerical work s in the section or unit.
- They shall perform other duties assigned by the Officer in charge.
- Physical maintenance of records of the office.
- General cleanness and upkeep of the office.
- Carrying of files and other papers within the building.
- Assisting staff in routing works.

### **Essential Qualifications:**

- 10<sup>th</sup> pass from recognized board.
- Age - Not more than 35 years on bid due date.

### **2 (A) 05 Seater vehicle**

- New vehicle supply or the vehicle model must be passing of year-2023
- Maximum running of vehicle will be 3000 Km per month. Nothing extra will be paid against the extra running of KM, if any.
- The rate quoted for vehicle supply are inclusive of all taxes, fuel, Insurances, toll taxes, drivers wages, night shifts etc. as directed by EIC. Nothing extra will be paid against this.
- Type of 05 seater vehicle i.e. Seltos, Brezza or equivalent.

### **Payment Terms**

Billing and payments in respect of the Services shall be made as follows:

- All payments shall be made in Indian Rupees and shall be subjected to applicable Indian laws withholding taxes if any.
- As soon as practicable as and not later than fifteen (15 days) after the end of each calendar month during the period of the Services, the Consultant shall submit to the Employer, in duplicate his monthly bill.
- TDS provision under GST Acts, 2017 are in force from 01.10.2018 and accordingly TDS under GST Act will be deducted @ 2%(1% CGST and 1% SGST or 2% IGST) from payment / credit give to contractor/ professional and other for work order / contract exceeding Rs. 2,50,000 /-
- Income Tax deduction @ prevalent rate and surcharge/GST as applicable on the payments to the contractor will be deducted from the bills as directed by the central board of director taxes, Ministry of finance, Government of India.
- It is mandatory to maintain attendance register for all the Key Personnel's. Further, the monitoring of vehicle is maintained by the EIC every month.
- The Contractor has to deploy manpower according to work at site/office as suggested by DPA officials.

- g) The full time Key personnel would be entitled to one leave per calendar month from the date of engagement which may be granted subject to prior approval. The contractor is supposed to provide substitute personnel beyond one-day leave per month. In case of not providing substitute the recovery shall be done on prorate basis considering 26 days per month (Per month quoted rate of absentee/26 x no. of absent days beyond one day)

In case of absence beyond 12 days (Beyond 12 days permissible leave) per year additional recovery shall be as under:-

<b>Sr. No</b>	<b>Particulars</b>	<b>Rate of deduction</b>
1	Junior Engineer(Civil)	Rs. 2500 /-
2	Clerk	Rs. 1500 /-
3	Peon	Rs. 1000 /-

The recovery towards non availability of vehicle shall be Rs. 3500/- per day.

**PRICE-Bid (Bill of Quantities)****MONITORING FOR SMOOTH FUNCTIONING OF RO RO FACILITY SERVICES LOCATED ATHAZIRA, DAHEJ & GHOGHA.**

Sr. No.	Description Of Item	Quantity	Unit	Rate (In Fig.)	Rate (In Words)	Amount (Rs.)
<b><u>1</u></b>	Monitoring for smooth functioning of Ro Ro facility services located at Hazira, Dahej, Ghogha, & Gandhidham and at other ports in the vicinity of GMB, including engagement of manpower at different locations of Ropax Terminals/DPA office for smooth functioning of Ro Ro facility services as directed by Engineer - in - charge as per Scope of work mentioned in tender documents.					
A)	Junior Engineer- (Civil)-(09 Nos x 24 Months)	216.00	Month			
B)	Clerk-(04 Nos x 24 Months)	96.00	Month			
C)	Peon-(03 Nos x 24 Months)	72.00	Month			
<b><u>2</u></b>	Monitoring for smooth functioning of Ro-Ro facility services located at Hazira, Dahej, Ghogha, & Gandhidham and at other ports in the vicinity of GMB, including supply of vehicle at different locations of Ropax Terminals/DPA office for smooth functioning of Ro-Ro facility services as directed by Engineer - in - charge as per Scope of work mentioned in tender documents.					
A)	05 Seater Vehicle-(04 Nos x 24 Months)	96	Month			

Total Amount in words excluding GST (Rupees\_\_\_\_\_)

**Note:**

1. The quoted rate does not include the GST component. The actual paid GST shall be reimbursed after producing the paid receipt.
2. The original contract period is for 24 months. However, it may be extended for further period of 1 year, on same rate & conditions on mutual consent.



3. DPA has discretion to extend the original contract period upto 1 year or part thereof. In such cases, no claim shall be entertained.
4. The Contractor has to raise monthly bills based on the quoted rates and payment will be released within 15 days after certification by the Engineer-in-Charge.
5. The submission of Price Bid / quoted amount / indication of any financial amount along with technical bid will be considered for out-rightly rejected. The Price Bid / quoted rate shall be indicated separately in the Price Bid.

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

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

**Signature of the Contractor**

**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. 01-P/2024** The Principal values full compliance with all relevant laws of the land rules, regulations, economic use of resources and of fairness / transparency in its relations with its Bidder(s) and / or Contractor(s).

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

**Section 1 - Commitments of the Principal**

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

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

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

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

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

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

(1) The Bidder(s) / Contractor(s) commits themselves to take all measures necessary to prevent corruption. The Bidder(s) / Contractor(s) commits 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.

(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 Contract 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 recuses 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 / Contractor. The parties offer to the Monitor the option to participate in such meetings.

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

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

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

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

## **Section 9 - Pact Duration**

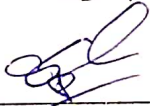
This Pact begins when both parties have legally signed it. It expires for the Contractor 12 months after the last payment under the contract, and for all other Bidders 6 months after the contract has been awarded. Any violation of the same would entail disqualification of the bidder and exclusion from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

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

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

## Section 10 - Other Provisions

- (1) This agreement is subject to Indian Law. Place of performance and jurisdiction is the Registered Office of the Principal, i.e., Gandhidham, Gujarat.
- (2) Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.
- (3) If the Bidder / Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.
- (4) Should one or several provisions of this agreement, turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.
- (5) Issues like Warranty / Guarantee etc. shall be outside the purview of IEMs.
- (6) In the event of any contradiction between the Integrity Pact and its Annexure, the Clause in the Integrity Pact will prevail.



(For & on behalf of the Principal)

**Superintending Engineer (Project)**  
**Deer dayal Police Authority**  
**अधीक्षक अभियंता (परियोजना)**  
**दीनदयाल पोलिस प्राधिकरण**

(Office Seal)

(For & on behalf of the  
Bidder/Contractor)

(Office Seal)

Place : Gandhidham

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

Witness-1:

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

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

Witness-2 :

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

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

**SPECIMEN BANK GUARANTEE PERFORMANCE GUARANTEE / SECURITY DEPOSIT**

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

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

In consideration of the Board of Trustees of the Port of [insert name of port] incorporated by the Major Port Trusts 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 Trustees of the port of [insert name of port], its successors and assigns) having agreed to release Performance Guarantee / Security Deposit to (hereinafter called the "Contractor")

(Name of the Contractor/s)  
from the demand under the terms and condition of the contract, vide from the demand under the condition of the contract, vide \_\_\_\_\_'s letter No

(Name of the Department)  
Date \_\_\_\_\_ made between the Contractors and the Board for execution of \_\_\_\_\_ covered under Tender No. \_\_\_\_\_ dated \_\_\_\_\_ (hereinafter called "the said contract") for the payment of Security Deposit in cash or Lodgment of Government Promissory Loan Notes for the due fulfillment by the said Contractors of the terms and condition of the said contract, on production of a bank Guarantee for Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_) only we, the (Name of the Bank and Address)

\_\_\_\_\_ (herein after referred to as "the Bank") at the request of the Contractors do hereby undertake to pay \_\_\_\_\_ to the Board an amount not exceeding Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_) only against any loss or damage caused to or suffered by the Board by reason of any breach by the Contractors of any of the terms and conditions of the said contract.

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

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

4. We, \_\_\_\_\_ further agree with the Board that the (Name of Bank and Branch) \_\_\_\_\_  
guarantee herein contained shall remain in full force and effect during the period that would be taken for performance of the said contract and that it shall continue to be enforceable till all the dues of the Board under or by virtue of the said contract have been fully paid and its claims satisfied or discharged or till the \_\_\_\_\_  
(Name of the user department) \_\_\_\_\_  
of the said certifies that the terms and conditions of the said contract have been fully and properly carried out by the said Contractors and accordingly discharge this guarantee. PROVIDED HOWEVER that the Bank shall be the request of the Board but at the cost of the Contractors, renew or extend this guarantee for such further period or periods as the Board may require from time to time.
5. We, \_\_\_\_\_ further agree with the Board that the (Name of Bank and Branch) \_\_\_\_\_  
Board shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said contract or to extend the time of performance by the said contract or to extend the time of performance by the said Contractors from time to time or to postpone for any time or from time to time any of the powers exercisable by the board against the said Contractors and to forebear or enforce any of the terms and conditions relating to the said contract and we shall not be relieved from our liability by reason of any such variation or extensions being granted to the Contractors or for any forbearance, act or omission on the part of the Board or any indulgence shown by the board to the Contractors or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.
6. This guarantee will not be discharged due to the change in the constitution of the Bank or the Contractor(s).
7. It is also hereby agreed that the Courts in **Gandhidham** would have exclusive jurisdiction in respect of claims, if any, under this Guarantee.
8. We, \_\_\_\_\_ Bank lastly undertake not to revoke this guarantee during its currency except with the previous consent of the Board in writing.
9. Notwithstanding anything contained herein:
- (a) Our liability under this Bank Guarantee shall not exceed Rs. \_\_\_\_\_  
(Rupees \_\_\_\_\_ only);
- (b) This Bank Guarantee shall be valid upto \_\_\_\_\_; and
- (c) We are liable to pay the guarantee amount or any part thereof under this Bank Guarantee only and only if you serve upon us a written claim or demand on or before \_\_ (date of expiry of Guarantee)."

Date \_\_\_\_\_ day of \_\_\_\_\_ 20

For (Name of Bank)

(Name) Signature



**LETTER OF ACCEPTANCE**  
(On letterhead paper of the port)

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

TO: \_\_\_\_\_  
(Name and address of the Contractor)

Dear Sirs,

Sub: **Tender no. 01-P/2024**  
**MONITORING FOR SMOOTH FUNCTIONING OF RO RO**  
**FACILITY SERVICES LOCATED AT HAZIRA, DAHEJ & GHOGHA.**

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, failing which action as stated in the tender  
document will be taken.

Detailed letter of acceptance will follow. Please acknowledge receipt.

Yours faithfully

Authorized signature

**Specimen EMD (Bank Guarantee Format)**

[The Bank shall fill in this Bank Guarantee Form in association with the instructions indicated. To be executed on Rs. 300/- non Judicial Stamp Paper]

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

**Beneficiary:** \_\_\_\_\_ (Name and Address of Employer/Board)

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

**Tender Guarantee No.:** \_\_\_\_\_

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

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

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

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

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

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

\_\_\_\_\_  
[Signature(s)]

[Authorization letter from the issuing bank that the signatory of this BG is authorized to do so should also be enclosed] 58

**SPECIMEN FORMAT FOR DECLARATION**

(To be executed on bidder's letter head)

To

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

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

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

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

Date:

Place:

Name of the Applicant:

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

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

\_\_\_\_\_

## **ANNEXURE-G**

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

(To be executed on Bank's Letter Head)

Date:

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

Dear Sir,

**Sub:** Our Bank Guarantee No. \_\_\_\_\_  
dated \_\_\_\_\_ for Rs. \_\_\_\_\_ favouring  
yourselves issued on \_\_\_\_\_ a/c \_\_\_\_\_  
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.100/- non Judicial Stamp Paper)

To  
The (PORT Address)

Dear Sir,

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

We confirm that we shall be bound by all and whatsoever our said signatory  
shall commit.

We understand that the communication made with him by the Employer/Board  
shall be deemed to have been done with us in respect of this Tender.

[specimen signature]

Yours faithfully,

Signature:

Name & Designation:

For & on behalf of:

**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 Bidders.

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

(A) Existing commitments and on-going works.

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

(B) Works for which bids already submitted

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

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

5. Proposed sub-contracts and firms involved: **NA**

Sections of the works	Value of sub-contract	Sub-contractor (name and address)	Experience in similar work
<b>NOT APPLICABLE</b>			

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

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

7. Additional information bidder may like to submit

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

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



## **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 Trustees of the Port of Deendayal, 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 Security Deposit  
as follows for due fulfillment of all the conditions of the contract:

- (1) Rs. ----- paid by Digital Mode only towards Earnest Money to be  
treated as security deposit.
- (2) Balance amount of Rs. \_\_\_\_\_ equal to 10% (i.e. 5% SD and  
5% retention money deduction from running bills) of Contract value to be  
recovered from work bills.

### **NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:**

1. In this agreement words and expressions shall have the same meanings as per 65  
respectively assigned to them in the conditions of contract refer to.

2. The following documents shall constitute the contract between the employer/ board and the contractor, and each shall be read and construed as an integral part of the contract:

- (a) This contract agreement;
- (b) Special conditions of contract;
- (c) General conditions of contract;
- (d) Technical requirements (including schedule of requirements and technical specifications, drawings);
- (e) Notice inviting tender;
- (f) Replies issued to the pre-bid queries, addenda if any issued [numbers and date];
- (g) The contractor's bid and original price and delivery schedules;
- (h) The employer/ board's notification of award;
- (i) [correspondence the employer/board has exchanged with the bidder till and after award of contract [specific letters and dates]]
- (j) And [add here any other documents]

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

3. In consideration of the payment to be made to CONTRACTOR for work to be executed by him. CONTRACTOR hereby covenants with EMPLOYER/ BOARD what CONTRACTOR shall and will duly provide, execute and complete work and things in CONTRACT, mentioned or described or which are to be implied there from or may be reasonably necessary for completion of work and the times and in the manner and subject to the terms and conditions or stipulations mentioned in CONTRACT.

4. In consideration of the due provision, execution and completion of work by the contractor in accordance with the terms of the contract, the employer / board does hereby agree with contractor that employer /board will pay to contractor the respective amounts for the work actually done by him and approved by employer/board as per payment terms accepted in contract and payable to contractor under provision of contract at such manner as provided for in the contract.

In consideration of the due provision, execution and completion of work, contractor done hereby agree to pay such sums as may be due to employer/ board for the services

1. as may become payable to employer/ board towards loss, damage to the employer/ board's equipment, materials etc. and such payments to be made at such time and in such manner as is provided in the contract.

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

For and behalf of the employer/ board

Signed: [insert signature]

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

In the presence of [insert identification of official witness]

For any behalf of the contractor

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

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

In the presence of [insert identification of official witness]

**BID SECURING DECLARATION FORM**

Date \_\_\_\_\_

Tender No \_\_\_\_\_

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

I/We undersigned, declare that:

I/We understand that, according to your condition, bids must be supported by a bid Securing declaration.

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

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

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

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

In the capacity of (insert legal capacity of person signing the bid securing Declaration)

Name: (insert complete name of person signing he Bid Securing Declaration)

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

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

Corporate seal (where appropriate)