

# **DEENDAYAL PORT AUTHORITY**



## **TENDER DOCUMENTS FOR**

**Name of Work: - “AMC for Residential and Non-Residential Building at Gopalpuri for two years”**

**Executive Engineer (TD)  
Town Development Division  
Administrative Office Building  
Gandhidham-370201  
Kutch-District (Gujarat)  
Email: [tddivisionkpt@gmail.com](mailto:tddivisionkpt@gmail.com)**

**Name of Work: “AMC for Residential and Non-Residential Building at Gopalpuri for two years”**

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# DEENDAYAL PORT AUTHORITY

COMPETITIVE BIDDING NIT NO: - 02-TD/2024

**NAME OF WORK:** “AMC for Residential and Non-Residential Building at Gopalpuri for two years”

## **PERIOD OF DOWNLOADING OF BID DOCUMENTS**

<b>Bid Document downloading start</b>	<b>: Date 01/03/ 2024</b>
<b>Bid Documents Downloading end</b>	<b>: Date 02/04/ 2024 upto 16:00Hrs.</b>
<b>LAST DATE AND TIME FOR RECEIPT OF BIDS</b>	<b>: Date 02/04/2024 TIME 16:00 HRS.</b>
<b>LAST DATE AND TIME FOR OPENING OF BIDS</b>	<b>: Date 02/04/2024 TIME 16:30 Hrs.On:</b>
<b>PLACE OF OPENING OF BIDS</b>	<b>: CHAMBER OF EXECUTIVE ENGINEER (TD), TOWN DEVELOPMENT DIVISION, ANNEXE, A.O. BUILDING, GANDHIDHAM-370201, KUTCH (GUJARAT)</b>
<b>OFFICER INVITING BIDS</b>	<b>: EXECUTIVE ENGINEER (TD), : DEENDAYAL PORT AUTHORITY</b>

# **DEENDAYAL PORT AUTHORITY**

## **NOTICE INVITING TENDER**

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

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

**NAME OF WORK: “AMC for Residential and Non-Residential Building at Gopalpuri for two years”**

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

<b>Work Description</b>	<b>Tender Fee (In Rs.)</b>	<b>Estimated cost (In Rs.)</b>	<b>EMD (In Rs.)</b>	<b>Date of Pre-Bid Meeting</b>	<b>Last Date and time of online submission of bid documents</b>	<b>Date and time of online opening</b>
<b>“AMC for Residential and Non-Residential Building at Gopalpuri for two years”</b>	Rs. 1770.00 (including 18% GST) (Payment towards tender fee shall be submitted through digital mode/online transfer in the account of Port)	Rs.3,94,72,326.00	Rs.3,94,723.00  (Payment towards EMD shall be submitted through digital mode/online transfer in the account of Port)	N.A	Upto 16:00 Hrs. on 02/04/2024	02/04/2024 at 16:00hrs.

Detailed tender notice along with complete tender documents can be downloaded from website <https://tender.nprocure.com> from 01/02/2024 to 02/04/2024 @ 16:00 hrs. Tender Notice is also available on <http://deendayalport.gov.in>. Technical Bid will be opened on 02/04/2024 @ 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 **Executive Engineer(TD), Ground Floor A.O. Building, Annexe, Gandhidham-370201, Kutch District, Gujarat State, INDIA**, during working hours before the last date and time of downloading of tender documents.

**EXECUTIVE ENGINEER (TD)**  
**Deendayal Port Authority**

# **DEENDAYAL PORT AUTHORITY**

## **NOTICE INVITING ONLINE TENDER**

Details about E/Online tender:

<b>Department Name</b>	Civil Engineering Department
<b>Circle/ Division</b>	T.D. Division, A.O. Building, Gandhidham – Kutch – 370201.
Tender Notice No.	02-TD/2024
Name of Project	“AMC for Residential and Non-Residential Building at Gopalpuri for two years”
Name of Work	“AMC for Residential and Non-Residential Building at Gopalpuri for two years”
<b>Estimated Contract Value (INR)</b>	Rs. 3,94,72,326.00
<b>Period of Completion (in Months)</b>	24 Months
Bidding Type	Open
Bid Call (Nos.)	One
Tender Currency Type	Single
Tender Currency Settings	Indian Rupee (INR)
<b>Qualifying Criteria :</b>	<p>1. Average annual financial turnover during the last three years ending 31st March of the previous financial years, should be at least Rs. 118.42 Lakhs.</p> <p>2. Experience of having successfully completed <b>Similar works</b> during last 7 years ending last day of month previous to the one in which bids are invited should be either of the following:</p> <p style="padding-left: 40px;">Three similar completed works each costing not less than Rs. 157.89 lakhs</p> <p style="text-align: center;">Or</p> <p style="padding-left: 40px;">Two similar completed works each costing not less than Rs.197.36 lakhs</p> <p style="text-align: center;">Or</p> <p style="padding-left: 40px;">One similar completed works each costing not less than Rs.315.78 lakhs</p>

	<p>3. “Similar Works” means, experience of <b>“Building work or any type of Civil works or Maintenance works (Separately or combined)”</b> The contractors those who are registered with DEENDAYAL PORT AUTHORITY in Class A-1 (upto 500 lakhs) and above under Building category shall be directly eligible and need not to submit documents for qualification except copy of registration with DPA in appropriate class and category, submission of bid capacity along with relevant documents required to calculate bid capacity, preliminary bid stage criteria i.e. Tender fees, EMD, Integrity pact and tender documents duly sealed and signed. If tenderer/bidder completed the works in private organization TDS certificates with respect to referred work needs to be submitted.</p> <p><i>If the contractor work executed as sub-contractor, it is mandatory to upload the sub-contract permission letter to obtained from the Govt./Public Sector or from the owner of the project in case work belongs to private organization. Also the completion certificate/from 3A authenticated by concern Govt. Public Sector Officer or owner of the project shall be uploaded along with TDS certificate deducted from that authority shall be submitted along with bid submission (Address and contact details of the owner of the project should be provided)</i></p> <p>In case of Micro and Small Enterprise (MSEs) holding valid certificate issued by any agencies/organization under The Ministry of Micro, Small and Medium Enterprises indicating the list of activity related to the subject tender shall become eligible for exemption from payment of Tender fee/EMD. Such bidder shall upload in preliminary bid stage a scanned copy of valid certificate. (Refer NIT for list of activities considered)</p> <p>as well as duly filled in and signed <b>“Bid Securing Declaration”</b> as per format provided in the tender document failing which the bid shall be treated as non-responsive. Bid securing declaration form is attached at Section-II</p> <p>4. <b>NIC codes regarding similar work is mentioned below:</b> If tenderer/bidder completed the works in private organization TDS certificates with respect to referred work needs to be submitted.</p>														
	<table border="1"> <tr> <td><b>SECTION F</b></td><td><b>CONSTRUCTION</b></td></tr> <tr> <td><b>Division 41</b></td><td><b>Construction of buildings</b></td></tr> <tr> <td><b>Group 410</b></td><td><b>Construction of buildings</b></td></tr> <tr> <td><b>Class 4100</b></td><td><b>Construction of buildings</b></td></tr> <tr> <td><b>Sub-Class 41001</b></td><td><b>Construction of buildings carried out on own-account basis or on a fee or contract Basis</b></td></tr> <tr> <td><b>Sub-Class 41003</b></td><td><b>Assembly and erection of prefabricated constructions on the site</b></td></tr> <tr> <td><b>Division 43</b></td><td><b>Specialized construction activities</b></td></tr> </table>	<b>SECTION F</b>	<b>CONSTRUCTION</b>	<b>Division 41</b>	<b>Construction of buildings</b>	<b>Group 410</b>	<b>Construction of buildings</b>	<b>Class 4100</b>	<b>Construction of buildings</b>	<b>Sub-Class 41001</b>	<b>Construction of buildings carried out on own-account basis or on a fee or contract Basis</b>	<b>Sub-Class 41003</b>	<b>Assembly and erection of prefabricated constructions on the site</b>	<b>Division 43</b>	<b>Specialized construction activities</b>
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	<b>Group 433</b>	<b>Building completion and finishing</b>

	<p><b>4.</b> 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:</p> <p>Assessed Available Bid capacity = <math>A \times N \times 2 - B</math>, Where, “N” = Number of years prescribed for completion of the subject contract.</p> <p>“A” = Maximum value of works executed in any one year during last seven years (at current price level)</p> <p>“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.</p> <p><b>5.</b> Integrity Pat document need to be submitted in Preliminary bid stage duly scanned, stamped, signed and dated along with both witness signatures as per format available in Annexure-I in the tender document failing which bid submitted by the bidder will be considered non-responsive.</p>
Joint Venture	NOT APPLICABLE
Rebate	Applicable
Bid Document Fee :	Rs. 1500.00 (+) 18% GST = Rs. 1,770.00
Bid Document Fee Payable To :	Digital mode of Payment at Bank of Baroda Gandhidham Branch Account No. 10080100022427 IFSC code. BARBOGANKUT

Bid Security/ EMD (INR) :	<b>Rs. 3,94,723.00</b>
Bid Security/ EMD (INR) In Favour Of :	<b>: Digital mode of Payment at Bank of Baroda Branch Gandhidham Account No. 10080100022427 IFSC code. BARBOGANKUT</b>
Bid Document Downloading Start Date	01/03/2024
Bid Document Downloading End Date	02/04/2024 Up to 16:00 Hrs.
Date & Place of Pre Bid Meeting	Not Applicable
Last Date & Time for Receipt of Bids	02/04/2024 Up to 16:00 Hrs.

Bid Validity Period	120 Days
Condition ::	<p>The bid/tender not accompanied by Tender Fee, and EMD UTR/Transaction Number in Preliminary Bid shall not be considered responsive and their technical and price bid will not be opened.</p> <p>Integrity Pact document need to be submitted in Preliminary bid stage duly scanned, stamped, signed and dated along with both witness signatures as per format available in Annexure-I in the tender document failing which the bid will be considered Non-responsive.</p>
Remarks::	<p>The above shall be submitted in electronic format through on line (by scanning) while uploading the bid. This submission shall mean that EMD, Tender Fee &amp; Integrity Pact Agreement are received. Accordingly, technical bid of only those bidders shall be opened whose EMD, Tender Fee, and Integrity Pact Agreement, are received electronically and in order. The bidder shall send hard copy of tender (sealed &amp; signed of authorized person), and other PQ documents through R.P.A.D./speed post or in person so as to reach to Executive Engineer (T.D.), Town Development Division, A.O. BUILDING-ANNEX, GANDHIDHAM KACHCHHH-370201, within 7 days from the last date of opening.</p>
Bid Opening Date::	Technical Bid will be opened on 02/04/2024 @ 16:30 Hrs. Date of opening of price bid shall be notified after scrutiny & evaluation of Technical Bid.
Documents required to be submitted by scanning through online:	<ul style="list-style-type: none"> <li>a. Documents in support of fulfilling qualifying criteria as indicated above.</li> <li>b. EMD in form of Online/Digital mode of Payment</li> <li>c. Tender Fee form of Online/Digital mode of Payment</li> <li>d. As indicated in clause 4 of section I – Instructions to bidders.</li> <li>e. Duly Signed Integrity Pact Agreement with witness signature, address etc. as per format.</li> </ul>
Officer- Inviting Bids::	Executive Engineer (TD), Deendayal Port Authority.
Bid Opening Authority ::	Executive Engineer (TD), Deendayal Port Authority.
Address::	Executive Engineer (TD), Deendayal Port Authority. A.O. Building, Annexe, Gandhidham-370201, Kutch District, Gujarat State , INDIA,
Contract Details ::	Telephone : (Mob) +918299830390

**EXECUTIVE ENGINEER (TD)**  
**Deendayal Port Authority**



**Note :**

**<https://tender.nprocure.com/>**

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

(n) codeSolutions–AdivisionofGNFCLtd.,  
(n)ProcureCell,  
403, GNFC Infotower, S.G. Road, Bodakdev,  
Ahmedabad–380054(Gujarat).

**Contact Details:**

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

## **INFORMATION AND INSTRUCTIONS FOR CONTRACTORS FOR E-TENDERING FORMING PART OF NIT AND TO BE POSTED ON WEBSITE**

1. Information and instructions for Contractors will form part of NIT and to be uploaded on website.
2. The intending bidder must have class-III digital signature to submit the bid.
3. The Bid Document as uploaded can be viewed and downloaded free of cost by anyone including intending bidder. But the bid can only be submitted after uploading the mandatory scanned documents such as proof of digital payment, cost of bid document, and EMD.
4. Bidders may modify or withdraw their bids before last date and time of submission of bid as notified.
5. While submitting the modified bid, contractor can revise the rate of one or more item(s) any number of times (he need not re-enter rate of all the items) but before last time and date of submission of bid as notified.
6. On opening date, the contractor can login and see the bid opening process. After opening of bids he will receive the competitor bid sheets.
7. Contractor can upload documents in the form of JPG format and PDF format.
8. It is mandatory to upload scanned copies of all the documents including GST Registration No., as stipulated in the bid document. If such document is not uploaded his bid will become invalid and cost of bid document shall not be refunded.
9. If the contractor is found ineligible after opening of bids, his bid shall become invalid and cost of bid document shall not be refunded.
10. If any discrepancy is noticed between the documents as uploaded at the time of submission of bid and hard copies as submitted physically by the contractor the bid shall become invalid and cost of bid document shall not be refunded.
11. Certificate of Financial Turn Over: At the time of submission of bid contractor may upload Affidavit/ Certificate from CA mentioning Financial Turnover of last 3 (three) years or for the period as specified in the bid document and further details if required may be asked from the contractor after opening of technical bids. There is no need to upload entire voluminous balance sheet.
12. Contractor must ensure to quote rate of each item. If any cell is left blank and no rate is quoted by the bidder, rate of such item shall be treated as "0" (ZERO).
13. The Draft information and instructions to Contractors may be modified suitably by NIT approving authority as per requirement.
14. All the mandatory document required/prescribed for pre-qualification have to be enclosed by the bidder failing which his offer shall be rejected and treated as non- responsive. However, additional documents required if any for verification of the original documents shall be submitted by the bidder if required by DPA.

### **List of Documents to be scanned and uploaded within the period of bid submission:**

- I. upload scanned copy of Duly Signed Integrity Pact Agreement by the bidder and Witness in Preliminary-Bid.
- II. The Proof of online transfer of funds to be submitted in Preliminary-Bid stage towards cost of tender fees/EMD.

### **Bid Document.**

- I Certificates of Work Experience of successfully completed works issued by the client.
- ii Certificate of Financial Turnover from CA.
- iii Any Other Document as specified in the NIT.
- iv Affidavit as per provisions of NIT
- v Certificate of Registration for GST and acknowledgement of up to date filed return if required.
- vi Bid capacity calculations along with balance financial liability of works in hand

**SECTION-1**  
**INSTRUCTIONS TO BIDDERS**

## **GENERAL**

### **1. Scope of Bid**

- 1.1 The Executive Engineer, T.D. Division, Deendayal Port Authority, invites bids by E-Tendering for the construction of works of “**AMC for Residential and Non-Residential Building at Gopalpuri for two years**” detailed in the table given in NIT. The bidders may submit on- line bids for the work detailed in the table given in NIT.
- 1.2 The successful bidder will be expected to complete the works by the intended completion date specified in the contract data.

### **2. Source of Funds**

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

### **3. Eligible Bidders**

- 3.1 The invitation for Bids is open to all eligible bidders meeting the eligibility criteria as defined in clause 4.
- 3.2 All bidders shall provide in Section-2, form of Bid and Qualification Information, a statement that the Bidder is not associated, nor has been associated in the past, directly or indirectly, with the consultant or any other entity that has prepared the design, specifications, and other documents for the Project Manager for the Contract. A firm that has been engaged by the Employer to provide consulting services for the preparation or supervision of the works, and any of its affiliates, shall not be eligible to bid.
- 3.3 Government-owned enterprises may only participate if they are legally and financially autonomous, operate under commercial law and are not a dependent agency of the Employer subject to fulfilment of Minimum Qualifying criteria.
- 3.4 Bidders shall not be under a declaration of ineligibility for corrupt and fraudulent practices issued by the employer in accordance with clause 37.

### **4. Eligibility Criteria**

- 4.1
  - a. Experience of similar works executed during the last seven years, and details like monetary value, clients, and proof of satisfactory completion.
  - b. Documentary evidence of adequate financial standing and proof from client for satisfactory completion of works.
  - c. Equipment requirement/schedule. **(Not Applicable Refer Section-5)**
  - d. Managerial/Manpower requirement. **(Not Applicable Refer Section-5)**
  - e. Project Planning and Quality Control procedure to be adopted. **(Not Applicable Refer Section-5)**
  - f. Information regarding projects in hand, current litigation, orders regarding v exclusion, expulsion or black listing, if any.
  - g. Trained & Certified workmen proposed to be employed at the work site of the project. The Contractor must undertake to employ of certified worker to the extent of 20% of total strength. Valid certificates by a recognized University, technical Board, or Ministry of Government of India would only be taken cognizance of. **(Not Applicable Refer Section-5)**
- 4.2 If the Employer has not undertaken pre-qualification of potential bidders, all bidders shall include the following information and documents with their bids in Section-2.
  - a. Copies of original documents defining the constitution or legal status, place of registration, and principal place of business, written power of attorney of the signatory of the Bid to commit the Bidder.
  - b. Total monetary value of construction work performed for each of the last five years.
  - c. Experience in works of a similar nature and size for each of the last five years, and details of works underway or contractually committed, and Employers who may be contacted for further information

on those contracts.

- d. Major items of construction equipment proposed to carry out the contract. **(Not Applicable please refer Section-5)**
  - e. Qualifications and experience of key site management and technical personnel proposed for the contract. **(Not Applicable please refer Section-5)**
  - f. Reports on the financial standing of the Bidder, such as profit and loss statements and auditor's reports for the past five years.
  - g. Evidence of adequacy of working capital for this contract (access to line of credit and availability of other financial resources).
  - h. Authority to seek references from the Bidder's bankers.
  - i. Information regarding any litigation, current or during the last five years, in which the Bidder is involved, the parties concerned, and disputed amount.
  - j. Proposal for subcontracting components of the works amounting to more than 10 percent of the Bid Price (for each qualification should be attached); and **(Not Applicable Refer Section-5)**
  - k. The proposed methodology and program of construction, backed with equipment planning and deployment, duly supported with broad calculations and quality control procedures proposed to be adopted justifying their capability of execution and completion of the work as per technical specifications within the stipulated period of completion as per milestones (for all contracts over Rs 10M).
  - l. PAN, Registration with GST and Provident Fund Authorities.
  - m. Integrity Pact
- 4.3 To qualify for award of the contract, bidders are advised to note the minimum qualification criteria specified below.
- i. Average annual financial turnover during the last three years ending 31st March of the previous financial year should be at least Rs. 118.42 Lakhs.
  - ii. Experience of having successfully completed similar works during last 7 years ending last day of month previous to the one in which applications are invited should be either of the following.
    - a. Three similar completed works, each work costing not less than the Rs. 157.89 Lakhs.  
or
    - b. Two similar completed works, each work costing not less than the Rs. 197.36 Lakhs.  
or
    - c. One similar completed work each costing not less than the Rs. 315.78 Lakhs.
  - iii. "Similar Works" means, experience of **"Building work / any type of Civil works/Maintenance works (Separately or combined)"** The contractors those who are registered with DEENDAYAL PORT AUTHORITY in Class A-1 (upto 500 lakhs) and above under Building category shall be directly eligible and need not to submit documents for qualification except copy of registration with DPA in appropriate class and category, submission of bid capacity along with relevant documents required to calculate bid capacity, preliminary bid stage criteria i.e. Tender fees, EMD, Integrity pact and tender documents duly sealed and signed. If tenderer/bidder completed the works in private organization TDS certificates with respect to referred work needs to be submitted.

If the contractor work executed as sub-contractor, it is mandatory to upload the sub-contract permission letter to be obtained from the Govt./Public Sector or from the owner of the project in case work belongs to private organization. Also the completion certificate from 3A authenticated by concerned Govt. Public Sector Officer or owner of the project shall be uploaded along with TDS certificate deducted from

that authority shall be submitted along with bid submission (Address and contact details of the owner of the project should be provided)

In case of Micro and Small Enterprise (MSEs) holding valid certificate issued by any agencies/organization under The Ministry of Micro, Small and Medium Enterprises indicating the list of activity related to the subject tender shall become eligible for exemption from payment of Tender fee/EMD. Such bidder shall upload in preliminary bid stage a scanned copy of valid certificate. (Refer NIT for list of activities considered) 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. Bid securing declaration form is attached at **Section-II**

**NIC codes regarding related activity are mentioned below:**

LEVEL	DESCRIPTION
<b>Section-F</b>	<b>Construction</b>
<b>Division-41</b>	<b>Construction of Building</b>
<b>Group-410</b>	<b>Construction of Building</b>
<b>Sub-Class 41001</b>	<b>Construction of buildings carried out on own-account basis or on a fee or contract basis</b>
<b>Sub-Class 41003</b>	<b>Assembly and erection of prefabricated constructions on the site</b>
<b>Division 43</b>	<b>Specialized construction activities</b>
<b>Group 433</b>	<b>Building completion and finishing</b>

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

**Note:** Figures to be computed and indicated in the individual projects.

- 4.4 To qualify for a package of contracts made up of this and other contracts for which bids are invited in the NIT, the bidder must demonstrate having experience and resources sufficient to meet the aggregate of the qualifying criteria for the individual contracts. **(Not Applicable Refer Section-5).**
- 4.5 Sub-Contractors' experience and resources shall not be taken into account in determining the bidder's compliance with the qualifying criteria except to the extent stated in 4.4 above. **(Not Applicable Refer Section-5).**
- 4.6 Bidders who meet the minimum qualification criteria will be qualified only if their available bid capacity is more than the total bid value. The available bid capacity will be calculated as under:

$\text{Assessed Available Bid capacity} = \frac{A \times N}{2} - B$ , 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.

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

Financial Year	2022-23	2021-22	2020-21	2019-20	2018-19	2017-18	2016-17
Index	152.5	139.4	123.4	121.8	119.8	114.9	111.6
Multiplying factor	1	1.09	1.24	1.25	1.27	1.33	1.37

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

- 4.7 Even though the bidder meets the above qualifying criteria, they are subject to be disqualified if they have:
- Made misleading or false representations in the forms, statements and attachments submitted in proof of the qualification requirements: and/or
  - Record of poor performance inordinate delays in completion, litigation history or financial failures etc.,
  - The accompaniments to the tender documents such as abandoning the works, not properly completing the contract,

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

**The envelope shall be addressed to:**

The Executive Engineer (TD), Town Development  
Division, Ground Floor, A.O. Bldg , Annexe Building,  
Deendayal Port Authority  
Gandhidham, Kutch District Gujarat-State, INDIA

And submitted on <http://kpt.nprocure.com>  
Bear the following identification:

Accompaniments for “AMC for Residential and Non-Residential Building at Gopalpuri for two years

Bid reference No Name and  
address of the bidder.

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

**5. One Bid per Bidder**

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

**5.2 Joint Venture (Not Applicable Refer Section-5)**

Companies/Contractors may jointly undertake contract/contracts. Each entity would be jointly and severally responsible for completing the task as per the contract, however declaration of the Lead member to be indicated by bidders, however JV has to designate in their MOU. The firms with at least 26% equity holding each be allowed to jointly meet the eligibility criteria.

Note: JVs/ Consortia be allowed in all contracts of estimated cost of more than Rs. 5 crores. However, there shall be no limit on the number of partners.

**6. Cost of Bidding**

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

**7. Site Visit**

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

**B. BIDDING DOCUMENTS**

**8. Content of Bidding Documents**

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

## **Invitation for Bids (NIT)**

DC 1	: Bid reference
NIT	: Invitation to Bidders
SECTION 1	: Instructions to Bidders
SECTION 2	: Forms of Bid, Qualification Information and letter of Acceptance
SECTION 3	: Conditions of Contract and Special Conditions
SECTION 4	: Contract Data
SECTION 5	: Site Conditions and Specifications
SECTION 6	: Forms of Securities
SECTION 7	: Bill of quantities

- 8.2. One set of bidding documents will be issued to the bidder. The document should be completed and returned with the bid. **Not Applicable (Refer Section-5).**
- 8.3. The bidding documents shall be downloaded. The documents should be completely filled and submitted through on line Tendering process and one copy shall be submitted within 7 days of the date of opening of the tender.
- 8.4. The bidder is expected to examine carefully all instructions, conditions of contract, contract data, forms, terms, and technical specifications, bill of quantities, forms, drawings, and annexure in the bid document. Failure to comply with the requirements of the bid document shall be at the bidder's own risk. Pursuant to clause 26 here of, bids which are not substantially responsive to the requirements of the bid documents shall be rejected.

**9. Clarifications of the Bidding Documents**

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



## 9.2 Pre-bid meeting (Not Applicable Refer Section-5)

- 9.2.1 The bidder or his official representative is invited to attend a pre-bid meeting which will take place at TOWN DEVELOPMENT DIVISION, AO Building, Annexe, Gandhidham, Kutch, Gujarat. (Not Applicable, please refer Section-5)
- 9.2.2 The purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage.
- 9.2.3 The bidder is requested to submit any questions in writing or by cable to reach the Employer not later than one week before the meeting.
- 9.2.4 Minutes of the meeting, including the text of the questions raised (without identifying the source of enquiry) and the responses given will be transmitted without delay to all purchasers of the bidding documents without delay. Any modification of the bidding documents listed in Sub-Clause 8.1 which may become necessary as a result of the pre-bid meeting shall be made by the Employer exclusively through the issue of an Addendum pursuant to Clause 10 and not through the minutes of the pre-bid meeting.
- 9.2.5 Non-attendance at the pre-bid meeting will not be a cause for disqualification of a bidder.

## 10. Amendment of Bidding Documents

- 10.1 Before the deadline for submission of bids, the Employer may modify the bidding documents by using addends.
- 10.2 Any addendum thus issued shall be part of the bidding documents and shall be communicated by uploading online on <https://tender.nprocure.com/> and <https://www.deendayalport.gov.in/> Or in writing or by cable to all the purchasers of the bidding documents. Prospective bidders shall acknowledge receipt of each addendum by cable to the Employer.
- 10.3 To give prospective bidders reasonable time in which to take an addendum into account in preparing their bid, the Employer shall extend as necessary the deadline for submission of bids, in accordance with sub-clause 20.2 below.

## C. PREPARATION OF BID:

### 11. Language of Bid

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

### 12. Documents comprising the Bid

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

**A) Technical Bid:**

- (i) Bid Security
- (ii) Qualification Information Form and Document (Pursuant to clause 4 here of) and any of her materials required to be furnished and submitted by the bidder in accordance with these instructions. The documents listed under Sections 2, 4 and 7 of Sub-Clause 8.1 shall be filled in without exception.

**B) Financial Bid:**

- (i) Bill of Quantity (Schedule-B) dully filled and digitally signed by the bidder.

### 13. Bid Prices

- 13.1 The contract shall be for the whole works as described in sub clause 1.1 based on the priced Bill of Quantities submitted by the Bidder.
- 13.2 The bidder shall fill in percentage showing +/- overall on the total amount rates of the work described in the Bill of Quantities.

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

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

**14. Currencies of Bid and Payment**

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

**15. Bid Validity**

15.1 Bids shall remain valid for a period 120 days from the last date of submission of Bid. A bid valid for a shorter period shall be rejected by the Employer as non-responsive.

15.2 In exceptional circumstances, prior to expiry of the original time limit, the Employer may request that the bidders may extend the period of validity for a specified additional period. The request and the bidders' responses shall be made in writing or by cable. A bidder may refuse the request without forfeit in this bid security. A bidder agreeing to the request will not be permitted to modify this bid payable Digital mode of payment. Also EMD beyond Rs.5 lakhs be and also shall submit an extension for EMD, if it is in the form of Bank Guarantee.

**16. Bid Security (Earnest Money Deposit-EMD)**

A. Earnest money Deposit (EMD) shall be Rs. 3,94,723.00 to be submitted in form of Digital mode of payment in following Account.

**Beneficiary name : FA & CAO Deendayal Port Authority**

**Account No. : 10080100022427**

**IFSC Code. : BARBOGANKUT**

**Bank & Branch : Bank of Baroda, Gandhidham**

The Proof of transfer of funds to be submitted in Preliminary-Bid stage. EMD in any other form shall not be accepted. Exception from EMD for Micro and Small Enterprise (MSEs) shall be applicable as per condition in NIT.

B. The EMD up to Rs. 5 lakhs be payable Digital mode of payment. Also EMD beyond Rs.5 lakhs be payable in the form of Bank Guarantee for the entire amount from any Nationalized Bank (except Co-operative) banks only having its Branch at Gandhidham. Bank Guarantees submitted as Earnest Money shall be valid for 28 days beyond the validity of the bid. Bank Guarantee shall be verified independently by the Port with the bank before finalization of technical offer. In the event of lack of confirmation of issue of the Bank Guarantee by the Bank, the bid shall stand disqualified.

C. EMD of unsuccessful bidders other than L1 and L2 is refunded immediately after ranking of price bids. Earnest money of L2 is refunded immediately after entering in to agreement with L1 and acceptance of performance Guarantee from L1.

D. EMD is refunded suo-motto without any application from the bidders.

E. The bid security of the successful bidder will be discharged after he has signed the Agreement and furnished the required Performance security.

F. The Bid security may be forfeited, if

a) The bidder withdraws the bid after bid opening during the period of bid validity.

b) The bidder does not accept the correction of the Bid price, pursuant to Clause 27; or

- c) The successful bidder fails within the specified time limit to
  - (i) Sign the Agreement or
  - (ii) Furnish the required Performances security.

**17. Alternative Proposals by Bidders**

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

**18. Format and Signing of Bid (Refer Section-5).**

- 18.1 The Price Bid to be submitted on-line shall be signed digitally by a person or persons duly authorized to sign on behalf of the Bidder.
- 18.2 The Bid shall contain no alterations or additions, except those to comply with instructions issued by the Employer, or as necessary to correct errors made by the bidder in which case such corrections shall be initialled by the person or persons signing the bid.

**D. Submission of bids**

**19. Sealing and marking of bids**

- 19.1 The bidder shall put Bid security document as per clause No.16, hereof in one envelope and properly seal and mark as “Bid Security”. The bidder shall put documents mentioned in clause No.12.1.A (ii) in separate envelope and properly seal and mark as “Technical Bid”.

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

These envelopes than be put inside one outer envelope and sealed, duly marking the outer envelope as “Technical Bid and Financial Bid”. (Not Applicable, please refer Section-5)

- 19.2 The envelopes shall

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

Executive Engineer, TOWN DEVELOPMENT DIVISION, ANNEXE, GROUND FLOOR, A.O. BUILDING, GROUND FLOOR, Gandhidham (Kutch), Gujarat, and;

- (b) bear the following identification:

Bid for ““AMC for Residential and Non-Residential Building at Gopalpuri for two years”

Bid reference no – 02 -TD/2024

DO NOT OPEN BEFORE (02/04/2024 , as per Clause 23)

Name and address of the bidder.

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

- 19.3 In addition to the identification required in Sub-Clause 19.2, the inner envelopes shall indicate the name and address of the bidder of the bidder to enable the bid to be returned unopened in case it is declared late, pursuant to Clause 21, or the bid is declared non responsive. If the outer envelopes are not sealed and marked as above, the Employer will assume no responsibility for the misplacement or premature opening of the technical bid and financial bid. (Not Applicable, please refer Section-5)

## **20 Deadline for submission of the Bids**

- 20.1 Bids must be received by the Employer at the address specified above not later than 16:00 Hrs. on 02/04/2024 in the event of the specified date for the submission of bids being declared a holiday by the Employer. The bids will be received upto the appointed time on the next working day. (Not Applicable, please refer Section-5).
- 20.2 The Employer may extend the deadline for submission of bids by issuing an amendment in accordance with Clause 10, in which case all rights and obligations of the Employer and the bidders previously subject to the original deadline will then be subject to the new deadline.
- 20.3 In case of tender document being downloaded from the web site, at the time of submission of (the hard copy of) the tender document. The tenderer shall give an undertaking that no change have been made in document. He shall be issued a printed set of document under acknowledgment with a condition that the printed version of the port tender document will be treated as authentic tender and if any discrepancy is noticed at any stage between the Port's tender document and the one submitted by the tenderer, the conditions mentioned in the Port's printed document shall prevail. Besides, the tenderer shall be liable for legal action for the lapses. (Not Applicable, please refer Section-5)

## **21. Late Bids**

Any bid received by the Employer after the deadline prescribed in Clause 20 will be considered as non-responsive.

## **22. Modification and Withdrawal of Bids**

- 22.1 Bidders may modify or withdraw their bids before the deadline prescribed in Clause 20.
- 22.2 Each Bidder's modification or withdrawal notice shall be prepared, sealed, marked, and delivered in accordance with Clauses 18 & 19, with the outer and inner envelopes additionally marked "MODIFICATION" or "WITHDRAWAL" as appropriate. (Not Applicable, please refer Section-5)
- 22.3 No bid may be modified after the deadline for submission of bids.
- 22.4 Withdrawal or modification of a Bid between the deadline for submission of bids and the expiration of the original period of bid validity in Clause 15.1 above or as extended pursuant to Clause 15.2 may result in the forfeiture of the Bid security pursuant to Clause 16.
- 22.5 Bidders may only offer discounts to, or otherwise modify the prices of their bids by submitting bid modifications in accordance with this clause or included in the original bid submission. (Not Applicable, please refer Section-5)

## **E. BID OPENING AND EVALUATION**

### **23. Bid opening**

- 23.1 On the due date and appointed time as specified in clause 20, the Employer will first open Technical bids of all bids received (except those received late) including modifications made pursuant to clause 22 in presence of the bidders or their representative who choose to attend. In the event of the specified date for Bid opening being declared a holiday by the Employer, the bids will be opened at the appointed time and location on the next working day.
- 23.2 Envelopes marked "WITHDRAWAL" shall be opened and read out first. Bids for which an acceptable notice of withdrawal has been submitted pursuant to Clause 22 shall not be opened.  
  
Bidder's name, withdrawals, modifications of technical bid, the presence of bid security and such other details, as the Employer may consider appropriate will be announced by the Employer at the opening. (Not Applicable, please refer Section-5)
- 23.3 If all Bidders have submitted unconditional Bids together with requisite bid security, then all bidders will be so informed then and there. If any Bid contains any deviation from the Bids documents and/or if the same does not contain Bid security in the manner prescribed in the Bid documents, then that Bid will be rejected and the Bidder informed accordingly. The sealed financial bid containing priced BOQ will be returned to him without opening. All valid financial bids whose technical bids have been determined to be substantially responsive in accordance with Clause 26 hereof, shall be opened on the specified date

from declaring the results of the Technical Bid, in presence of the bidders or their representatives who choose to attend. The Bidder's name, the Bid prices, the total amount of each Bid and of any alternative Bid (if alternatives have been requested or permitted), any discounts, Bid modifications and withdrawals, and such other details as the Employer may consider appropriate, will be announced by the employer at the opening. Any bid price, discount, or alternative Bid price which is not read out and recorded at Bid opening, will not be taken into account in Bid evaluation. (Not Applicable, please refer Section-5)

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

**24 Process to be confidential.**

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

**25. Clarification of Bids**

To assist in the examination and comparison of Bids, the Employer may, at his discretion, ask any Bidder for clarification of his Bid, including breakdown of unit rates. The request for clarification and the response shall be writing or by cable, but no change in the price or substance of the Bid shall be sought, offered, or permitted except as required to conform the correction of arithmetic errors discovered by the Employer in the evaluation of the Bids in accordance with Clause 27.

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

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

**26. Examination of Bids and Determination of Responsiveness**

- 26.1 Prior to detailed evaluation of Bids, the Employer will determine whether each Bid (a) meets the eligibility criteria defined in Clause 4 (b) has been properly signed by an authorized signatory (accredited representative) holding power of Attorney in his favor. The Power of Attorney shall inter alia include a provision to bind the Bidder to settlement of disputes clause; (c) is accompanied by the required Bid security and; (d) is responsive to the requirements of the Bidding documents.
- 26.2 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 affects in any substantial way the scope, quality or performance of the works; (b) which limits in any substantial way, the Employer's rights or the Bidder's obligations under the Contract; or (c) whose rectification would affect unfairly the competitive position of other Bidders presenting responsive Bids.
- 26.3 If a Technical Bid is not substantially responsive, it will be rejected by the Employer, and may not subsequently be made responsive by correction or withdrawal of the non-conforming deviation or reservation.

**27 Correction of Errors**

- 27.1 Bids determined to be responsive will be checked by the Employer for any arithmetic errors. Errors will be corrected by the Employer as follows:
- (a) Where there is a discrepancy between the rates in figures and in words, the rate in words will govern; and (Not Applicable, please refer Section-5)
- (b) Where there is a discrepancy between the unit rate and the line item total resulting from multiplying the unit rate by the quantity, the unit rate as quoted will govern. (Not Applicable, please refer Section-5)
- 27.2 The amount stated in the Bid will be adjusted by the Employer in accordance with the above procedure for the correction of errors and, with the concurrence of the Bidder, shall be considered as binding upon the bidder. If the bidder does not accept the corrected amount the Bid will be rejected, and the Bid security may be forfeited in accordance with Sub-Clause 16.F. (B).

**28 Blank.**

**29 Evaluation and Comparison of Bids**

The Employer will evaluate and compare only the bids determined to be responsive in accordance with Clause 26.

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

- (a) Making any correction for errors pursuant to Clause 27;
- (b) Making appropriate adjustments to reflect discounts or other price modification offered in accordance with Sub Clause 22.5

The estimated effect of the price adjustment conditions under Clause 47 of the conditions of contract, during the period of implementation of the Contract, will not be taken into account in Bid evaluation.

If the Bid of the successful Bidder is seriously unbalanced in relation to the Nodal Officer or his nominee's estimate of the cost of work to be performed under the contract, the Employer may require the Bidder to produce detailed price analyses for any or all items of the Bill of Quantities, to demonstrate the internal consistency of those prices with the implementation/construction methods and schedule proposed.

**30 NIL.**

**F. AWARD OF CONTRACT**

**31 Award Criteria**

- 31.1 The Employer will award the Contract to the Bidder whose Bid has been determined to be responsive to the Bidding documents and who has offered the lowest evaluated Bid Price, provided that such Bidder has been determined to be (a) eligible in accordance with the provisions of Clause 3, and (b) qualified in accordance with the provisions of Clause 4. The second bidder (i.e. L2) shall be kept in reserve and may be invited to match the bid submitted by the (L1) bidder in case such bidder withdraws or is not selected for any reason.

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

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

**33 Notification of Award and Signing of Agreement.**

- 33.1 The Bidder whose Bid has been accepted will be notified of the award by the Employer prior to expiration of the Bid validity period by cable, telex or Fax similar confirmed by registered letter. This letter (herein after and in the Conditions of Contract called the "letter of Acceptance") will state the sum that the Employer will pay the Contractor in consideration of the execution, completion and maintenance of the Works by the Contractor as prescribed by the Contract (herein after and in the Contract called the "Contract Price").
- 33.2 The notification of award will constitute the formation of the Contract subject to the furnishing of a performance security in accordance with the provisions of Clause 34.
- 33.3 The Agreement will incorporate all correspondence between the Employer and the successful bidder. It will be signed by the employer and sent to the successful Bidder within (28 days of award of work for global tender and Within 14 days for domestic tender) following the notification of award along with the Letter of Acceptance. Within (28 days for global tender and within 21 days for domestic tender) of receipt, the successful Bidder will furnish the performance security and sign the Agreement with the Employer.
- 33.4 Upon the furnishing by the successful Bidder of the Performance Security, the Employer will promptly notify the other Bidder that his Bid has been unsuccessful and release the Bid security (EMD).

### **34 Performance Security**

- 34.1 Performance guarantee should be 10% of Contract price of which 5% of contract price should be submitted as Bank Guarantee/FDR 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, or online digital mode of payment within 21 days on receipt of letter of Acceptance/Intent and balance 5% recovered as Retention Money from Running Bills. Recovery of 5% Retention Money to commence from the first RA bill onwards @ 5% of the Bill Value from each bill. Retention Money will be released within 14 days from the date of payment of Final bill. Balance PG will be refunded after completion of defect liability period and submission of NO DUES certificate from Geologist department.

Successful Bidder has to submit the Performance Security @ 5% of Contract Price within 21 days of receipt of Letter of Acceptance/Intent, failing which the work will not be awarded and the Bid Security i.e. EMD will be forfeited.

- 34.2 The documentary evidence (copy of paid challan in Government Treasury) of welfare cess @1% of work done as amended by Statutory Authority from time to time paid on final bill shall be submitted before releasing the Performance Guarantee.

### **35 Advance Payment**

- 35.1 The Employer will provide an Advance payment on the Contract Price as stipulated in the Conditions of Contract, subject to maximum amount, as stated in the Contract Data.

### **36. Conciliator**

- 36.1 The Employer proposes that CIDC – SIAC Arbitration Centre be appointed as Conciliator under the contract as provided in sub-clause 24.4 of condition of contract. If the bidder disagrees with this proposal, the bidder should so state in the bid. (Not Applicable, please refer Section-5)

### **37. Corrupt or Fraudulent Practices**

- 37.1 The Employer requires that Bidders/Suppliers/Contractors under this contract, observe the highest standard of ethics during the procurement and execution of this contract. In pursuance of this policy, the Employer:
- (a) Defines, for the purpose of these provisions, the terms set forth below as follows:
    - (i) “Corrupt practice” means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution; and
    - (ii) “fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Employer, and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Employer of the benefits of free and open competition.
  - (b) Will reject a proposal for award of work if he determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question.
  - (c) Will declare a Bidder ineligible, either indefinitely for a stated period of time, to be awarded a contract/contracts if he at any time determines that the Bidder has engaged in corrupt or fraudulent practices in competing for or in executing, the contract.
  - (d) Submission of fraudulent documents shall be treated as major violation of the tender procedure and in such cases the Port shall resort to forfeiture of EMD/SD/BG of the bidder, apart from blacklisting the firm for the next 3 years.

- 37.2 Furthermore, Bidders shall be aware of the provision stated in sub-clause 59.2 of the conditions of Contract in Sec-3

## **SECTION: 2**

### **FORMS OF BID, QUALIFICATION INFORMATION**

#### **TABLE OF FORMS**

- 1. FORM OF BID**
- 2. CONTRACTOR'S BID**
- 3. PRE-QUALIFICATION OF BIDDERS**
- 4. LETTER OF ACCEPTANCE**
- 5. NOTICE TO PROCEED WITH THE WORK**
- 6. AGREEMENT FORM**
- 7. Bid Security Declaration Form (Applicable for MSE organization claiming exemption from payment of Tender Fees & EMD)**



## SPECIMEN FOR FORM OF BID

(To be executed on bidder's letter head)

Date of Tender Submission \_\_\_\_\_, Tender No. \_\_\_\_\_

To

The Executive Engineer (T.D),  
DEENDAYAL PORT AUTHORITY,  
Ground Floor, ANNEXE,  
A.O.BUILDING, Gandhidham  
Deendayal Pin 370-201,  
Dist- Kutch (Gujarat).

We, the undersigned, declare that:

- (a) we have examined and have no reservations to the tender documents, including addenda and clarifications issued
- (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
- (c) The total price of our tender, excluding any discounts offered in item(d) below, is [ insert the total tender price in words and figures, indicating the various amounts and the respective currencies]; [in case of techno-commercial offer it shall be mentioned that 'as filled in the price bid'] **(Not Applicable, please refer Section-5)**
- (d) The discounts offered and the methodology for their application are: **Discounts.** if our tender is accepted, the following discounts shall apply. [Specify in detail each discount offered and the specified item of the Schedule of Requirements to which it applies.] [in case of Techno-Commercial offer it shall be mentioned that "as filled in the Price Bid "]  
**Methodology of application of the discounts.** The discounts shall be applied using the following method:[ Specify in detail the method that shall be used to apply the discounts ]. [ in case of Techno- Commercial offer it shall be mentioned that " as filled in the Price Bid "] **(Not Applicable, please refer Section-5)**
- (e) our tender shall be valid for the period of time specified in **[ITB Sub-clause 15.1]**, from the date fixed for the tender submission deadline in accordance with **[ITB Sub- clause20.1]** , and it shall remain binding upon us and may be accepted at any time before the expiration of that period or any extended period accordance with **[ITB Sub-clause 15.2];**
- (f) If our tender is accepted, we commit to submit a performance guarantee in accordance with [insert relevant clause no., ITB Sub-clause 34] for the due performance of the contract, as specified in specimen form for the purpose.
- (g) We, including any subcontractors or contractors for any part of the contract,[ insert the nationality of the Tenderer, including that of all parties that comprise the Tenderer, if the Tenderer is a JV, and the nationality each subcontractor and Contractor].
- (h) We have no conflict of interest in accordance with **[ITB Sub-clause no 5]**.
- (i) Our firm, its affiliates or subsidiaries- including any subcontractors or contractors for any part of the contract – has not been declared ineligible by the port, under laws of India or official regulations in accordance with**[ITB Sub-clause no.3]**

- (j) We understand that this tender, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal contract agreement is prepared and executed in accordance with **[ITB Sub-clause 33]** and as per specimen from the purpose;
- (k) We understand that you are not bound to accept the lowest evaluated tender or any other tender that you may receive.
- (l) We also make specific note clauses of [ITB, NIT] under which the contract is governed.
- (m) In case of out station firms, having a branch in India for liaison purposes, please mention the name of the contact person and Tel. no., Fax. no., and mail-Id and also the complete postal address of the firm.
- (n) We understand that the communication made with the firm at (m), by the port shall be deemed to have been done with us.

Signed: [insert signature of person whose name and capacity are shown]

In the capacity of [insert legal capacity of person signing the form of tender]

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

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

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

## CONTRACTOR'S BID

Description of the works: - "AMC for Residential and Non-Residential Building at Gopalpuri for two years"

BID

TO

----- (The employer)

Address

-----

GENTLEMEN,

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

\_\_\_\_\_ (in letters)

The advance payment required / not required as per rule.

We accept the appointment of \_\_\_\_\_

as the conciliator.

(OR)

We do not accept the appointment of \_\_\_\_\_ as the please

conciliator and propose instead that \_\_\_\_\_ be appointed as refer

Conciliator whose daily fees and biographical data are attached. Section(5)

This bid and your written acceptance of it shall constitute a binding contract between us. We understand that you are not bound to accept the lowest or any bid you receive.

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

We hereby confirm that this bid complies with the bid validity and security required by the bidding documents

We attach herewith our copy of permanent account number (PAN)

Yours faithfully,

Authorized Signature:

Name & title of signatory

Name of Bidder

Address

### **Notes:**

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

(Not  
Applicable)

## PRE-QUALIFICATION OF BIDDERS

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

### 1. Only for individual bidders

#### 1.1 Constitution or legal status of bidder (attach copy)

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

### 2. Turnover of the firm/ JV

YEAR	TURN OVER
2020-21	
2021-22	
2022-23	
<b>Average</b>	

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

### 3. Similar works

Particulars	Year	No. of works	Value
Total value 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. The following contractor's Equipment are essential for carrying out the works. The bidder should list all information requested below. **(Not Applicable, please refer Section-5)**

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

6. Qualification and experience of key personnel proposed for administration and execution of the contract. Attach biographical data. Refer also to sub. clause 4.3(e) of instructions to bidders and sub. Clause 9.1 of the conditions of contract. **(Not Applicable, please refer Section-5)**

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

7. Proposed sub-contracts and firms involved

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

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

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

9. Additional information bidder may like to submit Duly authorized to sign this authorization on behalf of (insert complete name of tenderer)

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

## LETTER OF ACCEPTANCE

(On letterhead paper of the port)

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

TO: \_\_\_\_\_

(Name and address of the contractor)

Dear Sirs,

Tender no 02-TD/2024

Sub: "AMC for Residential and Non-Residential Building at Gopalpuri for two years"

Ref: Your bid dated

And [list the correspondence with the bidder]

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

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

Detailed letter of acceptance will follow.

Please acknowledge receipt.

Yours faithfully

Authorized signature

## **ISSUE OF NOTICE TO PROCEED WITH THE WORKS**

**(Letterhead of the Port)**

\_\_\_\_\_ dated

To

(Name and address of the contractors)

Dear Sirs,

Sub: "AMC for Residential and Non-Residential Building at Gopalpuri for two years"

Tender no.

Ref.: Letter of acceptance no. dated

Pursuant to your furnishing the requisite security as stipulated in [clause 21 of general conditions of contract] and signing of the contract for execution of the \_\_\_\_\_ you are hereby instructed to proceed with the execution of the said works in accordance with the contract documents. It is hereby notified that the [site] is being handed over to you for execution of work in accordance with the contract documents.

Yours faithfully,

(signature, name and title of  
Signatory authorized to sign on  
Behalf of employer/board)

## **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 Deendayal Port Authority, a body corporate under Major Port Authorities, 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 if any arbitration award shall be referred to Conciliation Committee / Council comprising of independent subject expert. The award by the Conciliation Committee / Councils shall be placed before the Board of Trustee for consideration if agreed by both the party.

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

1. Rs. ....paid in the form of online digital mode of payment / Bank Guarantee towards 5 % of Contract value as Performance Guarantee and balance 5% to be recovered from running account bills.

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

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



4. 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.
5. 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.
6. In consideration of the due provision, execution and completion of work, contractor done hereby agree to pay such sums as may be due to employer/ board for the services rendered by employer/ board to contractor as set forth in contract and such other sums as may become payable to employer/ board towards loss, damage to the employer/ board's equipment, materials etc. and such payments to be made at such time and in such manner as is provided in the contract.
7. IN WITNESS WHEREOF the parties hereunto have set their hands and seals the day and year first above written signed and sealed by the Contractor in the presence of:

M/s. \_\_\_\_\_

\_\_\_\_\_  
(Name, signature Designation and  
Seal of the Contractor)

WITNESS

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

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

Contractor

Signed, sealed & delivered  
By Chief Engineer on

behalf of the Board in the

Presence of:

Chief Engineer

DEENDAYAL PORT AUTHORITY.

FOR & ON BEHALF OF THE  
BOARD DEENDAYAL PORT AUTHORITY

Witness: (Name, Signature, address)

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

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

(Dy. HOD & XEN)  
The common seal of the  
Board of Deendayal Port Authority

SECRETARY  
DEENDAYAL PORT AUTHORITY

**FORMAT OF BID SECURITY DECLARATION FROM BIDDERS  
(On Bidders Letter head)**

**Bid Security Declaration Form**

Date: \_\_\_\_\_ Tender No. \_\_\_\_\_

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

I/We. The undersigned, declare that:

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

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

- a) have withdrawn/modified/amended, impairs or derogates from the tender, my/our Bid during the period of bid validity specified in the form of Bid; or
- b) having been notified of the acceptance of our Bid by the 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 Instructions to Bidders.

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

Signed: (insert signature of person whose name and capacity are shown)  
in the capacity of (insert legal capacity of person signing the Bid Securing Declaration)

Name: (insert complete name of person signing the Bid Securing Declaration)  
Duly authorized to sign the bid for an on behalf of (insert complete name of Bidder)  
Dated on \_\_\_\_\_ day of \_\_\_\_\_ (insert date of signing)  
Corporate Seal (where appropriate)

### **SECTION3**

### **CONDITIONS OF CONTRACT AND SPECIAL CONDITIONS**

# CONDITIONS OF CONTRACT

## A. General

### 1. Definitions

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

**The Conciliator is the person appointed jointly by the Employer and the contractor to resolve disputes in the first instance as provided for in clauses 24 and 25. The names of the Adjudicator is defined in the Contract Data. (Not Applicable, please refer Section-5)**

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

**Compensation Events** are those defined in Clause 44

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

The **Start Date** is given in the Contract Data. It is the date when the Contractor shall commence

execution of the works. It does not necessarily coincide with any of the Site Possession Date.

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

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

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

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

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

## **2. Interpretation**

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

2.1.1 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).

2.2 The documents forming the Contract shall be interpreted in the following order of priority:

- (1) Agreement
- (2) Letter of Acceptance and notice to proceed with Works Contractor's Bid.
- (3) Contract Data
- (4) Conditions of Contract including Special Conditions of Contract
- (5) Specifications
- (6) Bill of quantities and
- (7) Any other documents listed in the Contract Data as forming part of the Contract.

## **3. Language and Law**

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

## **4. Nodal Officer or his nominee's Decisions**

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

## **5. Delegation**

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

## **6. Communications**

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

## **7. Joint venture: (Not Applicable)**

Companies/Contractors may jointly undertake contract/contracts. Each only would be jointly and severally responsible for completing the task as per the contract, however declaration of the Lead member to be indicated by bidders, however JV has to designate in their MOU. The firms with at least 26% equity holding each be allowed to jointly meet the legibility criteria.

**Note:** JVs/Consortia be allowed in all contracts of estimated cost of more than Rs.5 crores. However, there shall be no limit on the number of partners.

## **8. Subcontracting**

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

### **Other Contractor**

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

## **9. Personnel**

- 9.1** The Contractor shall employ the key personnel named in the Schedule of Key Personnel as referred to in the Contract Data to carry out the functions stated in the Schedule or other personnel approved by the Nodal Officer or his nominee. The Nodal Officer or his nominee will approve any proposed replacement of Key personnel only if their qualifications, abilities, and relevant experience are substantially equal or better than those of the personnel listed in the Schedule.
- 9.2** If the Nodal Officer or his nominee asks the Contractor to remove a person who is a member of the Contractor's staff of his work force stating the reasons, the Contractor shall ensure that the person leaves the Site within seven days and has no further connections with the work in the Contract.

## **10. Employer's and Contractor's Risks**

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

## **11. Employers Risks**

- 11.1** The Employers risks are

- (a) In so far as they directly affect the execution of the Works in the country where the Permanent Works are to be executed:
  - (i) War and hostilities (whether war be declared or not), invasion, act of foreign enemies;
  - (ii) Rebellion, revolution, insurrection, or military or usurped power, or civil war,
  - (iii) Ionizing radiations, or contamination by radioactivity from any nuclear fuel, or from any nuclear waste, from the combustion of nuclear fuel, radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof;
  - (iv) Pressure waves caused by aircraft or other aerial devices traveling at sonic or supersonic speeds; and
  - (v) riot, commotion or disorder, unless solely restricted to the employees of the Contractor or of his Subcontractors and arising from the conduct of the Works;
  - (vi) floods, tornadoes, earthquakes and landslides
- (b) loss or damage due to the use or occupation by the Employer of any Section or part of the Permanent Works, except as may be provided for in the Contract;
- (c) loss or damage to the extent that it is due to the design of the Works, other than any part of the design provided by the Contractor or for which the Contractor is responsible; and
- (d) any operation of the forces of nature (in so far as it occurs on the Site) which an experienced contractor:
  - (i) could not have reasonably foreseen, or
  - (ii) Could reasonably have foreseen, but against which he could not reasonably have taken at least one of the following measures.

- A. prevent loss or damage to physical property from occurring by taking appropriate measures, or
- B. insure against.

## **12. Contractor's risks**

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

## **13. Insurance**

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

- a) Loss of or damage to the Contractors risks.
  - b) Loss of or damage to Equipment;
  - c) Loss of or damage property (except the Works, Plant, Materials and Equipment in connection with the Contract, and
  - d) Personal injury of death.
- 13.2 Policies and certificates for insurance shall be delivered by the Contractor to the Nodal Officer or his nominee for the Nodal Officer or his nominee's approval before Start Date. All such insurance shall provide for compensation to be payable in the types and proportions of currencies required to rectify the loss or damage incurred.
- 13.3 If the Contractor does not provide any of the policies and certificates required, the Employer may effect the insurance which the Contractor should have provided and recover the premiums the Employer has paid from payments otherwise due to the Contractor or, if no payment of the premiums shall be a debt due.
- 13.4 Alternate to the terms of insurance shall not be made without the approval of the Nodal Officer or his nominee.
- 13.5 Both parties shall comply with all conditions of the insurance policies

## **14. Site Investigation Reports**

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

## **15. Queries about the Contract Data.**

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

## **16. Contractor to Construct the Works.**

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

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

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

## **18. Approval by the Nodal Officer or his nominee.**

- 18.1 The Contractor shall submit Specifications and Drawings showing the proposed Temporary Works to the Nodal Officer or his nominee, who is to approve them if they comply with the specifications and Drawings.
- 18.2 The Contractor shall be responsible for design of Temporary Works.
- 18.3 The Nodal Officer or his nominee's approval shall not alter the Contractor's responsibility for design of the Temporary Works.

## **18.4 NIL**

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

## **19. Safety**

- 19.1 The Contractor shall be responsible for the safety of all activities on the Site.
- 20. Discoveries.**
- 20.1 Anything of historical or other interest or of significant value unexpectedly discovered on the Site is the property of the Employer. The contractor is to notify the Nodal Officer or his nominee of such discoveries and carry out the Nodal Officer or his nominee's instructions for dealing with them.
- 21. Possession of the Site.**
- 21.1 The Employer shall give possession of all parts of the Site to the Contractor, free from encumbrances. If possession of a part is not given by the date stated in the Contract Data the Employer is deemed to have delayed the start of the relevant activities and this will be a Compensation Event.
- 22. Access to the Site**
- 22.1 The Contractor shall allow the Nodal Officer or his nominee and any person 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.
- 23. Instructions**
- 23.1 The Contractor shall carry out all instructions of the Nodal Officer or his nominee which comply with the applicable laws where the Site is located.
- 24. Disputes**
- 24.1 If the Contractor believes that a decision taken by the Nodal Officer or his nominee was either outside the authority given to the Nodal Officer or his nominee by the Contract or that the decision was wrongly taken, the decision shall be referred to the conciliator within 28 days of the notification of the Nodal Officer or his nominee's decision. **(Not Applicable, please refer Section-5)**
- 25. Settlement of Disputes**
- 25.1 If a dispute of any kind whatsoever arises between the Employer and the Contractor in connection with, or arising out of the Contract or the execution of the Works, whether during the execution of the Works or after their completion and whether before or after repudiation or after termination of the Contract, including any disagreement by either party with any action, inaction, opinion, instruction, determination, certificate or valuation of the Nodal Officer or his nominee, the matter in dispute shall, in the first place be referred to the Disputes Review Board [DRD] in case of contracts valuing more than Rs.5 crores and above, and for contracts valuing less than Rs. 5 crores, the disputes will firstly be settled by the Conciliator, failing which any party may invoke arbitration clause.
- Unless the Contract has already been repudiated or terminated or frustrated the Contractor shall in every case, continue to proceed with the Works with all due diligence and the Contractor and the Employer shall give effect forthwith to every decision of the Nodal Officer or his nominee unless and until the same shall be revised, as hereinafter provided, by the conciliator or in a Dispute Review Board recommendation / Arbitral Award. **(Not Applicable, please refer Section-5)**
- 25.2 **Decision by Conciliator (Not Applicable, please refer Section-5)**
- (i) The Conciliator shall give a decision in writing within 28 days of receipt of a notification of a dispute.
- (ii) Conciliator shall be paid daily at the rate specified in the contract Data together with reimbursable expenses of the types specified in the contract data and the cost shall be divided equally between the Employer and the contractor, whatever decision is reached by the conciliator, either party may refer a decision of the conciliator within 28 days of the conciliator's written decision. If neither party refers the disputes to arbitration within 28 days, the conciliators decision will be final and binding.
- 25.3 **Arbitration (Not Applicable and replaced with Clause No.41 of Section-5)**
- Any dispute in respect of in contracts where party is dissatisfied by the Conciliators decision shall be decided by arbitration as set forth below:



- (I) Except where otherwise provided in the contract all questions and disputes relating to the meaning of the specifications, designs, drawings and instructions here in before mentioned and as to the quality of workmanship or materials used on the work or as to any other question, claim, right, matter or any other thing whatsoever, in any way arising out of or relating to the contract, design, drawings, specifications, estimates, instructions, orders or to the conditions or otherwise concerning the works or regarding the execution or failure to execute the same whether arising during the progress of work or after the completion thereof as described here in after shall be referred to the Chairman for sole arbitration by himself or 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 disputes or to act as 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 office to act as arbitrator.
- (III) It is a term of the contract that no person other than the Chairman himself or any officer appointed by him shall act as arbitrator.
- (IV) It is a term of the contract that only such question and disputes as were raised during progress of work till its completion and not thereafter shall be referred to arbitration. However, this would not apply to the questions and disputes relating to liabilities of parties during the guarantee period after completion of the work.
- (V) It is a term of the contract that the party invoking arbitration shall give a list of disputes with amounts of claim in respect of each said disputes along with the notice seeking appointment of arbitrator.
- (VI) It is also a term of contract that if the contractor does not make any demand for appointment of arbitrator in respect of any claims / disputes in writing, as aforesaid, within 120 days of receiving the intimation from the Nodal Officer or his nominee that the final bill is ready for payment, the claim of the contractor shall be deemed to have been waived and absolutely barred and the Port Authority shall be discharged and released of all liabilities under the contract in respect of these claims.
- (VII) It is also a term of the contract that the arbitrator shall adjudicate only such disputes / claims as referred to him by the appointing authority and give separate award against each dispute/claims as referred to him. The arbitrator will be bound to give claim wise detail and speaking award and it should be supported by reasoning.
- (VIII) The award of the arbitrator shall be final, conclusive and binding on all the parties to the contract.
- (IX) The arbitrator may from time to time, with the consent of both the parties, enlarge the time for making and publishing the award.
- (X) Arbitration shall be conducted in accordance with the provision of Indian Arbitration Act, 1996 or any statutory modifications or re-enactment thereof and rules made there under and for the time being in force shall apply to the arbitration proceedings under this clause.
- (XI) It is also a terms of the contract that if any fees are payable to the arbitrator, this shall be paid equally by both the parties.
- (XII) It is also a term of the contract that the arbitration shall be deemed to have been entered on the reference on the date he issued the first notice to both the parties calling them to submit their statement of claims and counter statement of claims.
- (XIII) Venue of arbitration shall be such place as may be fixed by the arbitrator at his sole discretion.

## **26. Replacement of Conciliator**

- 26.1 Should the Conciliator resign or die, or should the Employer and the Contractor agree that the conciliator is not fulfilling his functions in accordance with the provisions of the Contract, a new Conciliator will be jointly appointed by the Employer and the Contractor. In case of disagreement between the Employer and the Contractor, within 30 days the Conciliator shall be appointed by the Appointing Authorities designated in the Contract Data at the request of either party within 14 days of receipt of such request. **(Not Applicable, please refer Section-5)**

## **B. TIME CONTROL**

### **27. Program**

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

### **28. Extension of the intended completion data.**

The nodal officer or his nominee shall extend the intended completion data if a compensation event occurs or a variation is issued which makes it impossible for completion to be achieved by the intended completion data without the contractor taking steps to accelerate the remaining work and which would cause the contractor to incur additional cost.

The nodal officer or his nominee shall decide whether and by how much to extend the intended completion Data within 21 days of the contractor asking the Nodal Officer or his nominee for a decision upon the effect of a compensation event or variation and submitting full supporting information. If the contractor has failed to give early warning of a delay or has failed to cooperate in assessing the new intended completion data.

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

### **30. Delays Ordered by the Nodal Officer or his nominee**

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

### **31. Management Meeting.**

- 31.1 Either the Nodal Officer or his nominee or the contractor may require the other to attend a management meeting. The business of a management meeting shall be to review the plans for remaining work and to deal with matters raised in accordance with the early warning procedure.
- 31.2 The Nodal Officer or his nominee shall record the business of management meetings and is to provide copies of his record to those attending the meeting and to the employer. The responsibility of the parties for actions to be taken is to be decided by the Nodal Officer or his nominee either at the management meeting or after the management meeting and started in writing to all attended the meeting.

### **32. Early warning**

- 32.1 The contractor is to warn the Nodal Officer or his nominee at the earliest opportunity of specific likely future events or circumstances that may adversely affect the quality of the work, increase the contract price or delay the execution of works. The Nodal Officer or his nominee may require the contractor to provide an estimate of the expected effect of the event or circumstances on the contract price and completion Data. The estimates are to be provided by the contractor as soon as reasonably possible.
- 32.2 The contractor shall cooperate with the Nodal Officer or his nominee in making and considering proposals for how the effect of such an event or circumstance can be avoided or reduced by anyone involved in the work and in carrying out any resulting instruction of the Nodal Officer or his nominee.

32.3 The Defect Liability period for the contract shall be **06 months** from the date issue of completion certificate.

## **C. QUALITY CONTROL**

### **33. Identity Defects**

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

### **34. Tests**

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

### **35. Correction of Defects**

35.1 The Nodal Officer or his nominee shall give notice to the Contractor of any Defects before the end of the Defects Liability Period, which begins at Completion and is defined in the Contract Data. The Defects Liability Period shall be extended for as long as Defects remain to be corrected.

35.2 Every time notice of a Defect is given the Contractor shall correct the notified Defect within the length of time specified by the Nodal Officer or his nominee's notice.

### **36. Uncorrected Defects**

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

## **D. COST CONTROL**

### **37. Bill of Quantities**

37.1 The Bill of Quantities shall contain items for the construction, supply, installation, testing and commissioning work to be done by the Contractor.

37.2 The bill of quantities is used to calculate the Contract Price. The Contractor is paid for the quantity of the work done at the rate in the Bill of Quantities for each item.

### **38. Changes in the Quantities**

38.1 If the final quantity of the work done differs from the quantity in the Bill of Quantities for the particular item by more than + 25 percent provided the change exceeds + 10% of initial Contract Price, the Nodal Officer or his nominee shall adjust the rate (S), to allow for the change.

38.2 The Nodal Officer or his nominee shall not adjust rates from changes in quantities if thereby the initial Contract Price is exceeded by more than 15 percent except with prior approval of the Employer.

38.3 If requested by the Nodal Officer or his nominee where the quoted rate (s) of any item(s) is abnormally high, the Contractor shall provide the Nodal Officer or his nominee with a detailed cost breakdown of such rate in the Bill of Quantities.

### **39. Variations.**

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

### **40. Payment for Variations.**

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

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

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

- 40.3 For items in the Bill of quantities but where quantities have increased beyond the variation limits, the rate payable for quantity in excess of the quantity in the Bill of Quantity plus the permissible variation should be:
- i) Rates and prices in contract, if reasonable plus escalation, failing which (i) and (ii) below will apply
  - ii) Rates and prices in the schedule of Rates applicable to the contract plus ruling percentage,
  - iii) Market rates of material and labor, hire charges of plant and machinery used plus 15% for overheads and profits of contractor.
- 40.4 If there is delay in the Employer and the contractor coming to an agreement on the rate of an extra item, rates as proposed by the employer shall be payable provisionally till such time as the rates are finally determined or till date mutually agreed.
- 40.5 If the Nodal officer or his nominee decides that the urgency of varying the work prevent a quotation being given and considers not delaying the work, no quotation shall be given and the variation shall be treated as a Compensation Event.
- 41. Cash flow forecasts.**
- 41.1 When the program is updated, the contractor is to provide the Nodal Officer or his nominee with an updated cash flow forecast.
- 42. Payment Certificates.**
- 42.1 The contractors shall submit to the Nodal Officer or his nominee monthly statements of the estimated value of the work completed less the cumulative amount certified previously.
- 42.2 The Nodal Officer or his nominee shall check the Contractors' monthly statement within 14 days and certify the amount to be paid to the Contractor after taking into account any credit or debit for the month in question in of materials for the works in the relevant amount and under conditions set forth in sub clause 51(3) of the Contract Data (Secure Advance).
- 42.3 The value of work executed shall be determined by the Nodal Officer or his nominee.
- 42.4 The value of work executed shall comprise the value of quantities of the items in the Bill of quantities completed.
- 42.5 The value of work executed shall include the valuation of variations and Compensation Events.
- 42.6 The Nodal Officer or his nominee may exclude any item certified in a previous certificate or reduce the proportion of any item previously certified in any certificate in the light of later information.
- 43 Payments**
- 43.1 Bills shall be prepared and submitted by the Contractor, joint measurements shall be taken continuously and need to be connected with billing stage. System of 4 copies of measurements, one each for Contractor, Employer and Nodal Officer or his nominee, and signed by both Contractor and Employer shall be followed.
- 43.2 75% of bill amount shall be paid within 14days of submission of the bill. Balance amount of the verified bill should be paid within 28 days of the submission.
- 43.3 For delay in payment beyond the periods specified in 43.2 above, interest at a pre-specified rate (suggested rate **SBI PLR + 2%**) p.a as on due date of payment) should be paid.
- 43.4 Contractor shall submit final Bill within 60 days of issue of defects liability certificate. Client's Nodal Officer or his nominee shall check the bill within 60 days after its receipt and return the bill to Contractor for corrections, if any 50% of undisputed amount shall be paid to the contractor at the stage of returning the bill.
- 43.5 The Contractor should re-submit the bill, with corrections within 30 days of its return by the Nodal Officer or his nominee. The re-submitted bill shall be checked and paid within 60 days of its receipt.
- 43.6 Interest at a pre-specified rate (suggested rate SBI PLR+ 2% p.a. as on due date of payment) shall be paid if the bills is not paid within the time limit specified above.
- 43.7 If an amount certified is increased in later certificates as a result of an award by the Conciliator or an Arbitrator, the Contractor shall be paid interest upon the delayed payment as set out in this clause. Interest shall be calculated from the date upon which the increased amount would have been certified in the absence of dispute.
- 43.8 Items of the Works for which no rate or price has been entered in will not be paid for by the employer and shall be deemed covered by other rates and prices in the Contract.

**44. Compensation Events (Not Applicable, please refer Section-5)**

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

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

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

44.2. If a Compensation Event would cause additional cost or would prevent the work being completed before the intended Completion Date, the Contract Price shall be increased and/or the intended Completion Date shall be extended. The Nodal Officer or his nominee shall decide whether and by how much the Contract Price shall be increased and whether and by how much the Intended Completion Date shall be extended.

44.3 As soon as information demonstrating the effect of each Compensation Event upon the Contractor's forecast has been provided by Contractor, it is to be assessed by the Nodal Officer or his nominee and the Contract Price shall be adjusted accordingly. If the Contractor's forecast is deemed unreasonable the Nodal officer or his nominee shall adjust the Contract Price based on Nodal Officer or his nominee's own forecast. The Nodal Officer or his nominee will assume that the Contractor will react competently and promptly to the event.

**45. Tax (Not Applicable, please refer Section-5)**

45.1 The rates quoted by the Contractor shall be deemed to be inclusive of the sales and other taxes that the Contractor will have to pay for the performance of this Contract. The Employer will perform such duties in regard to the deduction of such taxes at sources as per applicable law. Any new Taxes, levies, duties imposed after signing the Contract shall be reimbursed by the employer on production of documentary evidence.

**46. Currencies**

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

**47. Price Adjustment. (Not Applicable, please refer Section-5)**

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

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

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

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

Where,

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

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

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

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

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

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

47.2. **NIL**

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

#### **SUBSEQUENT LEGISLATION**

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

#### **48. Retention**

48.1 The employer shall retain from each payment due to the contractor the proportion stated in the contract data until completion of the whole of the works.

48.2. Retention money shall be deducted at 5%from each running bill, subject to a max of 5 percent of the contract price. Retention money shall be refunded within 14 days from the date of payment of final bill.

#### **49. Liquidated damages (Not applicable please refer Section-5)**

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

(i) The owner if satisfied, that the works can be completed by the contractor within a reasonable time after the specified time for completion, may allow further extension of time at its discretion with or without the levy of L.D. In the event of extension of time at its discretion with L.D, the owner will be entitled without prejudice to any other right or remedy available in that behalf per cent (1/2%) of the contract value of the works for each week or part of the week subject to the ceiling defined in sub-clause 9A.

(ii) The owner, if not satisfied that the works can be completed by the contractor, and in the event of failure on the part of the contractor to complete work 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 owner, if not satisfied with the progress of the contract and in the event of failure of the contractor to recoup the delays in the mutually agreed time frame, shall be entitled to terminate the contract

(iv) In the event of such termination of the contract as described in clauses 49A(ii) or49A(iii) or both the owner shall be entitled to recover L.D. up to ten per cent (10%) of the contract value and forfeit the security deposit made by the contractor besides getting the work completed by other means at the risk and cost of the contractor.



- (v) The ceiling of LD shall be 10% of the cost of work.
- (vi) In case part / portions of the work can be commissioned and port operates the portion for commercial purpose, the rate of LD will be restricted to the uncompleted value of work, the maximum LD being on the entire contract value.

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

**50. Incentives or Bonus (Not Applicable, please refer Section-5)**

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

**51. Advance payment (Not Applicable, please refer Section-5)**

The Employer shall make the following advance payments:

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

**52. Performance Securities**

Security deposit shall consist of two parts; a) Performance Guarantee to be submitted after issue of LOA, 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/FDR 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, or online digital mode of payment within 21 days on receipt of letter of Acceptance/Intent and balance 5% recovered as Retention Money from Running Bills. Recovery of 5% Retention Money to commence from the first RA bill onwards @ 5% of the Bill Value from each bill. Retention Money will be released within 14 days from the date of payment of Final bill. Balance PG will be refunded after completion of defect liability period and submission of NO DUES certificate from Geologist department.

Successful Bidder has to submit the Performance Security @ 5% of Contract Price within 21 days of receipt of Letter of Acceptance/Intent, failing which the work will not be awarded and the Bid Security i.e. EMD will be forfeited.

The documentary evidence (copy of paid challan in Government Treasury) of welfare cess @1% of work done as amended by Statutory Authority from time to time paid on final bill shall be submitted before releasing the Performance Guarantee.

- 53. NIL**
- 54. Cost of Repairs**
- 54.1 Loss or damage to the works or materials to be incorporated in the works between the start date and the end of the defects correction period shall be remedied by the Contractor at the Contractor's cost if the loss or damage arises from the Contractor's acts or omissions
- E. FINISHING THE CONTRACT.**
- 55. Completion**
- 55.1 After completion of the work, the contractor will serve a written notice Nodal Officer or his nominee/Employer to this notice shall conduct a complete joint survey of the work within 7 days and prepare a defects list jointly. The defects pointed out by the Nodal Officer or his nominee/Employer would be rectified by the contractor within 14 days and thereafter acceptance report be signed jointly by the contractor and the employer. This joint acceptance report shall be treated as "completion Certificate".
- 56. Taking over**
- 56.1 The employer shall take over the site and the works within seven days of the Nodal Officer or his nominee issuing a certificate of completion.
- 57. Final Account**
- 57.1 The Contractor shall supply to the Nodal Officer or his nominee a detailed account of the total amount that the Contractor considers payable under the contract before the end of the Defects Liability period. The Nodal Officer or his nominee shall issue a defects liability certificate and certify any final payment that is due to the contractor within 60 days of receiving the contractor's account if it is correct and complete. If it is not, the Nodal Officer or his nominee shall issue within 15 days a schedule that states the scope of the corrections or additions that are necessary for the correction and certify payment of 50% of the undisputed amount to the contractor. If the final account is still unsatisfactory after it has been resubmitted the Nodal Officer or his nominee shall decide on the amount payable to the contractor and issue a payment certificate, within 60 days of receiving the contractor's revised account.
- 58. Operating and Maintenance Manuals**
- 58.1 If "as built" Drawings and /or operating and maintenance manuals are required the contractor shall supply them by the dates stated in the Contract Data.
- 58.2 If the contractor does not supply the drawings and /or manuals by the dates stated in the contract data, or they do not receive the Nodal Officer or his nominee's approval, the Nodal Officer or his nominee shall withhold the amount stated in the contract data from payments due to the contractor.
- 59. Termination**
- 59.1 The employer or the Contractor may terminate the contract if the other party causes a fundamental breach of the contract.
- 59.2 Fundamental breaches of contract include, but shall not be limited to the following:
- (i) 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.
  - (ii) 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.
  - (iii) The employer or the contractor becomes bankrupt or goes into liquidation other than for a reconstruction restructure or amalgamation.
  - (iv) 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.
  - (v) 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.
  - (vi) The contractor does not maintain a security which is required. 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
  - (vii) 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.



- (viii) If the contractor has contravened clause 7 and clause 9 of condition of contract. For the purpose of this paragraph: “corrupt practice” means the offering, giving receiving or soliciting of any thing of value to influence the action or public officials in the procurement process or in contract execution. “Fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the employer, and includes collusive practice. Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the employer of the benefits of free and open competition”.
- 59.3 When either party to the contract gives notice of a breach of contract to the Nodal Officer or his nominee for a cause other than those listed under sub clause. 59.2 above the Nodal Officer or his nominee shall decide whether the breach is fundamental or not.
- 59.4 Notwithstanding the above, the employer may terminate the contract for convenience subject to payment of compensation to the contractor including loss of profit on uncompleted works. Loss of profit shall be calculated on the same basis as adopted for calculation of extra/additional items.
- 59.5 If the contract is terminated the Contractor shall stop work immediately, make the site safe and secure and leave the site as soon as reasonably possible.
- 60 Payment upon Termination.**
- 60.1 If the contract is terminated because of a fundamental breach of contract by the contractor, the Nodal Officer or his nominee shall issue a certificate for the value of the work done less advance payments received upto the date of the issue of the certificate, less other recoveries due in terms of the contract, less taxes due to be deducted at source as per applicable law and less the percentage to apply to the work not completed as indicated in the contract data.
- 60.2 If the contract is terminated at the employer’s convenience or because of a fundamental breach of contract by the employer, the Nodal Officer or his nominee shall issue a certificate for the value of the work done, the reasonable employed solely on the works, and the contractor’s costs of protecting and securing the works and loss of profit on uncompleted works less advance payments received up to the date of the certificate, less other recoveries due in terms of the contract and less taxes due to be deducted at source as per applicable law.
- 61. Property**
- 61.1 All materials on the Site, Plant, Equipment, Temporary Works and Works for which payment has been made to the contractor by the Employer, are deemed to be the property of the Employer, if the Contract is terminated because of a Contractor’s default.
- 62. Release from Performance.**
- 62.1 If the Contract is frustrated by the outbreak of war or by other event entirely outside the control of either the Employer or the Contractor, the Nodal Officer or his nominee shall certify that Contract has been frustrated. The Contractor shall leave the Site and stop work as quickly as possible after receiving this certificate and shall be paid for all work carried out before receiving it and for any work carried out afterwards to which commitment was made.
- 63. BLANK**

## **F. SPECIAL CONDITIONS OF CONTRACT**

### **1. LABOUR**

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

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

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

During continuance of the contract, the Contractor and his sub contractors shall abide at all times by all existing labour enactment and rules made there under, regulations,

Notifications and by laws of the State or Central Government or local authority and any other labour law (including rules) regulations, bye laws that may be passed or notification that may be issued under any labour law in future either by the State or Central Government or the local authority. Salient features of some of the

major labour laws that are applicable to construction industry are given below. The Contractor shall keep the Employer indemnified in case any action is taken against the employer by competent authority on account of contravention of any of the provisions of any Act or rules made there under, regulations or notifications including amendments. If the Employer is caused to pay or reimburse such amounts as may be necessary to cause or observe, or for non-observance of the provisions stipulated in the notifications/bye laws/Acts/Rules/regulations including amendments, if any, on the part of the Contractor the Nodal Officer or his nominee/Employer shall have the right to deduct any money due to the Contractor including his amount of performance security. The Employer/Nodal Officer or his nominee shall also have right to recover from the Contractor any sum required or estimated to be required for making good the loss or damage suffered by the Employer.

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

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

- a) Workmen Compensation Act 1923:- The act provides for compensation in case of injury by accident arising out of and during the course of employment.
- b) Payment of Gratuity Act 1972:- Gratuity is payable to an employee under the Act on satisfaction of certain conditions on separation if an employee has completed 5 years service or more on death at the rate of 15 days wages for every completed year of service. Act is applicable to all establishments employing 10 or more employees.
- c) Employees P.F and Miscellaneous Provision Act 1952:- The Act Provides for monthly contribution by the employer plus workers @ 12%/8.33%. the benefits payable under the Act are:
  - (i) Pension to family pension retirement or death, as the case may be. (ii) Deposit linked insurance on the death in harness of the worker, (iii) payment of P.F accumulation on retirement/death etc.
- d) Maternity Benefit Act 1951:- The Act provides for leave and some other benefits to workmen/ employees in case of confinement or miscarriage etc.
- e) Contract Labour (Regulation & Abolition) Act 1970:- The Act provides for certain welfare measures to be provided by the Contractor to contract labour and in case the Contractor fails to provide, the same are required to be provided, by the Principal Employer by Law. The Principal Employer is required to take Certificate of Registration and the Contractor is required to take license from the designated Officer. The Act is applicable to the establishments or Contractor of Principal Employer if they employ 20 or more contract labor.
- 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, traveling 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.

#### 64 Fair Wages

- (I) The term "Fair Wages" means wages fixed and notified under the provisions of the Minimum Wages Act, 1948 from time to time. The fair wages clause is applicable only to those employees whose wages do not exceed the limit prescribed in the Act.
- (II) It should be the duty of the Labour Officer or any other authorized to act as Labour Officer to make enquiries about non-payment of wages for preventing wages' claims of contractors' labour failing in arrears. For this purpose, it is essential that Labour Officer should make frequent site inspections, as this is the only way of contacting Labour in the field and thus preventing wages falling in arrears. Any case of accumulation of arrears should be specifically brought to the notice of the XEN/SE/Dy. CE.

## **SECTION 4**

### **CONTRACT DATA**

## CONTRACT DATA (Not Applicable)

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

The following documents are also part of the contract	clause reference
The schedule of other contractors	(8)
The schedule of key personnel	(9)

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

The employer is

Chairman,

DEENDAYAL PORT AUTHORITY.

Address: A.O. Building, P.O. Box No. 50, Gandhidham.

Employer's authorized representative is Chief Engineer, DEENDAYAL PORT AUTHORITY.

The nodal officer or his nominee is Executive Engineer (TD)

ANNEXE, GROUND FLOOR, A.O.BUILDING, GANDHIDHAM – 370201

Dist- Kutch (Gujarat)

Nodal officer's authorized representative is AXEN / AE / J.E

The conciliator appointed jointly by the  
employer and contractor is:

Name: - \_\_\_\_\_

Address: - \_\_\_\_\_

(Not Applicable, please refer Sect-5)

The name and identification number of the contract is: **“AMC for Residential and Non-Residential Building at Gopalpuri for two years”**

**The work consists of “AMC for Residential and Non-Residential Building at Gopalpuri for two years”**

The start date shall be \_\_\_\_\_

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 site is located at Gopalpuri.

The defect liability period is 06 Months.

The minimum insurance cover for physical property, injury and death is Rs.10 (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.

The following events shall also be compensation events:

The employer terminates the contract for his convenience

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

The period between programme updates shall be 15 days

The amount to be withheld for late submission of an updated programme shall be Rs. 5000/-

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.

The formulae for adjustment of prices are : (Not Applicable).

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

A(ii) For calculating escalation, base prices should be taken as on the date of opening of the bids.

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

C. Escalation should be based on

Notified fair wages and in the absence of which consumer price index for labour would be applicable,

Market rate for cement and steel,

Average official retail price of bitumen & POL and

Wholesale price index for other materials,

Published government documents should be used for calculation of escalation amount.

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

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

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

Adjustment formula:

Price adjustment for increases or decreases in the cost shall be paid in accordance with the following formula:

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

V = Variation in price on account of labour / diesel / cement / steel / bitumen during the month under consideration.

P<sub>o</sub> =Market rate of labour / diesel / cement / steel / bitumen on the date of opening of the bids. (Consumer Price Index for Labour)

P =Market rate of labour / diesel / cement / steel / bitumen during the Month Under consideration. (Consumer Price Index for Labour)

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

R =Value of work during the month under consideration.

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

## **SECTION 5**

### **SPECIAL CONDITION AND SPECIFICATIONS**

**NAME OF WORK: AMC for Residential and Non-Residential Building at Gopalpuri for two years.**

Details of deviations / exclusions / alteration to Clause(s) of sections of this tender are as under:-

**(A) GENERAL SPECIAL CONDITION**

The following clauses are not be applicable:

**Section -1 :**

- Clause 4.1(c), 4.1 (d), 4.1 (e), 4.1 (g).
- Clause 4.2.1 (d), (e), (k), (j);
- Clause 4.3(iv)
- Clause 4.4 & 4.5;
- Clause 5.2;
- Clause 8.2;
- Clause 9.2.1, 9.2.2, 9.2.3, 9.2.4, 9.2.5;
- Clause 19.1, 19.2, 19.3 However, the prospective bidder has to submit the tender document and its accompaniments duly signed on or before 7 days from the date of opening of tender (i.e. preliminary bid & technical bid stage).
- Clause 20.1 – However, the online Bids must be received by the Employer at the address specified above not later than 02/04/2024
- Clause 20.3;
- Clause 22.2, 22.5;
- Clause 23.2, 23.3, 23.4,
- Clause 27;
- Clause 35
- Clause 36.

**Section - 2 :**

- The clauses (c) (g) & (d) of the SPECIMEN FOR FORM OF BID will not be Applicable;
  - Following statements of Contractor's Bid are not applicable:
    - (a) Advance payment
    - (b) "We accept the appointment of \_\_\_\_\_ as the conciliator.
- (OR)
- We do not accept the appointment of \_\_\_\_\_ as the conciliator and propose instead that \_\_\_\_\_ be appointed as Conciliator whose daily fees and biographical data are attached";
- Table no. 5,6 & 7 of Pre-qualifications of bidders of Section – 2.

**Section – 3:**

- Clause 1.1:  
The Conciliator is the person appointed jointly by the Employer and the contractor to resolve disputes in the first instance as provided for in clauses 24 and 25. The names of the Adjudicator is defined in the Contact Data.;
- Clause 7, 8.1, 9.1, 21.1;
- Clause 24, 25.1, 25.2, 25.3, 26;
- Clause 42.2 43.2, 43.3, 43.4, 43.5, 43.6, 43.7;
- Clause 44;
- Clause 45;
- Clause 47;
- Clause 49;
- Clause 50;
- Clause 51;
- Clause 58;
- Clause 64(II)



#### **Section – 4 :**

Following statements of Contract Data are not applicable:

“The conciliator appointed jointly by the employer and contractor is:

Name: - \_\_\_\_\_

Address: - \_\_\_\_\_ “

- Schedule of other contractor & Schedule of key Personal
- Formula for Adjustment of Prices.

#### **Section – 6**

Following forms are not applicable:

- Specimen B.G. for Advance Payment & stage payment.
- Form of Disputes review board agreement.
- Joint Venture Partner information form.
- J V Agreement form

**The provision in special conditions which form a part of the contract shall have precedence over those specified in General Conditions in case of diversity, if any.**

- 1) 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.
- 2) The work shall be done strictly in accordance with specifications laid down in Indian Standard Code of Practice for different building trades of latest edition, in addition to the specifications given in Schedule B, approved plans and instructions issued by Engineer-In-Charge from time to time
- 3) The work shall be carried out in accordance with the best standards of workman ship and to entire satisfaction of Engineer-in-Charge.
- 4) The contractor shall maintain a site order book at the site of work and all orders, instructions issued to him from time to time by Engineer in charge or his sub-ordinates will be recorded in the site order book. The contractor shall promptly sign each entry in token of having received such orders and instructions and shall be complied with the requirements promptly. The site order book shall be the property of the department and shall be handed over to the Engineer-in-charge in good condition on the completion of the work or whenever demanded by the Engineer-in-charge.
- 5) If required, the contractor shall execute the maintenance work round the clock to ensure the smooth movement in the jurisdiction of the Estate Office, covered under the contract.
- 6) An order book is to be maintained by the authorized representative of contractor at the site of work and orders and instructions 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 and shall properly comply with the instructions. 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. The instructions regarding the maintenance work required to be carried out shall also be recorded by the Engineer-in-charge or his authorized representative in the order book.
- 7) The contractor shall be required to execute the work in such a way so as not to cause any damage, hindrance or interference with port activities going on in the area or nearby. He should not deposit the materials at such places, which may cause inconvenience to the public and the work going on in the nearby area.
- 8) The contractor shall have to make good all damages done by him to the nearby structures while executing the work and no extra payment shall be made to him on that account. If contractor fails to damages make good within 7 days penalty will be imposed as per actual cost to damage make good.

- 9) All the materials required to be used in the work shall have to be got approved from the Engineer-in-Charge before use, before stacking at the site of work.
- 10) For the purpose of measurements, the method prescribed in the 'Indian Standard' specifications shall be applicable in addition to those prescribed in Boards Schedule of Rates unless stated otherwise in contract. In case of any ambiguity the decision of the Engineer-in-charge shall be final.
- 11) The contract is liable to be cancelled in case either contractor himself or any of his employees, if found to be an Engineer of gazetted rank of Government Officer, employee in an Engineering Department of Government of India or DEENDAYAL PORT AUTHORITY within two years or retirement and do not possess the permission from the concerned authority for working as contractor or his employee.
- 12) All the labour acts; rules and regulations in force from time to time are to be followed by the contractor.
- 13) If applicable, Contractor has to follow all the rule regarding EPF, ESIC and deduct contribution from salary for EPF and equal contribution from contractor to be deposited in the UAN account of employee.
- 14) All payment to labour shall be done in ECS mode.

### **For Civil Works**

- 15) **1. Site Clearance:** - All the area upon which the construction is to be carried out and areas which are required by the Contractor for his construction facilities are to be cleared off all rubbish and objectionable matter at Contractor's own cost. Trees, if any, shall not be uprooted or cut without the prior approval of the Engineer-in-charge. All spoils, unserviceable materials and rubbish shall be dispose off or removed from site. Usable materials, saleable timber, firewood etc., shall be stocked properly at work site in the manner as directed by the Engineer-in-charge. The cost of clearing the areas shall be deemed to have been included by the tenderer in his general rate.
- 2. Earthwork for Foundations:** - Earthwork excavation for foundations and filling in foundations shall conform to as per Tender Item The area to be excavated or filled in with excavated materials shall be clearly demarcated in the field by the Contractor. Excavation shall be done to lines and levels defined. Excavation shall be carried out to such widths, lengths, depths, profiles and grades as shown in the drawing or as may be specified by the Engineer – in – charge. Rough Excavation may be carried out up to a depth 15 cm less than the final level but the balance shall be excavated to precise level with special care. All soft pockets of soil met with even below the final level shall be removed and the excavation filled up as directed by Engineer-in-charge. The methods of excavation shall in every case be subject to the approval of the Engineer-in-charge and the contractor shall ensure the safety and stability of the excavations, being executed by him as well adjacent buildings, structures, services and other works in the vicinity of the site of work. Wherever necessary Engineer-in-charge may direct that the sides of the excavation should be timbered and shored at the contractor's own cost, adopting a proper method approved by the Engineer-incharge. Notwithstanding the above, should any slip occur, the contractor shall remove all the slipped materials from the excavated pit, at his own cost. He shall also make good at his own all damages caused to the work as well as adjacent buildings, structures etc., as a result of the slip, referred to. All excavation work shall be subject to inspection and approved by the Engineer-in-charge before any further works in the excavated areas allowed to commence. Should any excavation be carried out beyond the specified depth, the contractor should fill it up at his own cost with the same type and class of material as it is proposed to be laid over the excavated portion. No payment will however be made to the contractor on his account. The contractor shall ensure that the excavations and the structures under construction are kept free from water logging at all stages of construction. He shall take all necessary precautions and `streams, aquifers, springs, surface flows etc., are excluded effectively so as to ensure that the works are carried out in a reasonable dry conditions in accordance with the construction schedule. Back filling around the foundations, trenches, plinth and under the floor shall be done in accordance with as per tender item. The finished level of the plinth filling shall be trimmed to the slope required to be given to the finished floor. Back filling, watering and consolidation of excavated earth in layers etc., complete as per specifications shall be done unless otherwise stipulated in the tender schedule.
- 3. Plain and Reinforced Cement Concrete Works:** - All design and construction shall be performed in accordance with the Indian standard code of Practice for plain and reinforced concrete – IS 456 and as per Tender ITEM Any Special requirements noted on the drawings or bill of quantities shall govern over

the provisions of this specifications. Controlled concrete shall be used wherever specified in the schedule of items complying with all requirements of IS: 456 and as per special specifications appended herewith. The coarse aggregate to be used shall be of hard broken granite stone jelly of various sizes as specified under respective items in the Bill of Quantities, conforming to IS 383 latest editions. The Engineer-in-charge may require the contractor to carryout moisture content tests in both fine and coarse aggregates. For determination of moisture content IS – 2386 shall be referred to. The amount of water to be added shall be then adjusted to compensate for any observed variation in the moisture contents. Proper control of mixing water is deemed of paramount importance. Mixtures with automatic water measuring drums shall be used or else. Water should be measured by volume in calibrated buckets. All measuring equipments shall be maintained in a clean serviceable condition and the accuracy periodically checked and got certified by the Engineer-in-charge. The contractor shall carryout slump tests apart from taking test cubes at regular intervals if required, all such methods of sampling and analysis of concrete shall be in accordance with IS – 1199.

**Mixing of concrete:** - shall be strictly carried out in an approved type mechanical mixer. The mixing equipment shall be capable of combining the aggregates, cement and water within the specified time (not less than 2 Minutes) into a thoroughly mixed and uniform mass and of discharging the mixture without segregation. Mixing shall be continued until there is a uniform colour and consistency, Concrete shall be handled from the place of mixing to the place of final deposit as rapidly as practicable by methods which will prevent segregation or loss of any of the ingredients. Before depositing the concrete, all debris and dirt shall be removed from the space to be occupied by concrete. Concreting shall not be done unless the formwork conform to the shapes, lines etc.as per existing sturcture.

Unless otherwise approved, concrete shall be placed on single operation to the full thickness of slabs and beams and similar members and not exceeding one-meter depth in walls, columns and similar members. Concrete shall be placed continuously until completion of the part of the work between construction joints or as directed by the Engineer-in-charge. The concrete after being laid shall be compacted by means of vibrators of approved type under proper supervision as directed by the Engineer-in-charge. Care should be taken to avoid segregation and formation of air bubbles. The whole process starting from the mixing of concrete to the placing and compaction shall not take more than 20 minute and the process shall be completed before the initial setting takes place. Curing shall be accomplished in accordance with IS-456 by keeping the concrete covered with a layer of sacking, canvas or similar absorbent materials and kept constantly wet for the period as directed by the Engineer-incharge.

**Reinforcement:** - All reinforcement shall be clean and free from pitting, loose mill-scales, dust, loose rust and coats of paint, oil or other coatings which may destroy or reduce bond. General construction details and workmanship relative to reinforcement including bar bends, lap splices and installation shall be in accordance with the IS-2502 as well as IS-456. All bars be bent as per the bar bending schedules indicated in the drawings or supplied separately relevant to particular drawing. The contractor shall in all cases verify himself the correctness of schedules, giving the number, length and the bending details of the bars. The numbers, sizes, shape and position of all the reinforcement shall, unless otherwise, directed or authorized by the Engineer-in-charge be strictly in accordance with the drawing. The reinforcement shall be adequately held in position by 18 / 20 SWG soft black annealed binding wire. The contractor must obtain the approval of Engineer-in-charge for the reinforcement placed, before any concrete is placed in the form. All reinforcing bars shall be so tied as to form a rigid cage to prevent displacement before or during concreting. Rate quoted for reinforcement should include cost of transporting M.S. Rods / CTD bars from brought by contractor as per direction of enginner incharge for site of work, cleaning, cutting, bending, placing, binding with contractor's own binding wire and providing necessary cover blocks of concrete but including cost of steel. The contractor shall comply with at his own cost the Rules and Regulations in force from time to time for the entry of his persons for carrying out the work in the Port area premises.

**Form Work:** - Formwork shall conform to the shape, lines and dimensions of concrete and RCC structures as shown in the drawings and shall be well within the permissible tolerance. Formwork for concrete shall be of plywood, steel, good seasoned timber or other approved materials, properly designed easy for removal and cleaning. They shall be of sufficient strength and rigidity to maintain their position and shape under loads incidental to placing concrete. The number of props, their sizes and dispositions

shall be such as to be able safely carry the full dead load area constructional loads. The arrangement and alignment of formwork shall be got approved by the Engineer-in-charge prior to concreting. However, this shall not relieve the contractor from his responsibility for proper work and safety. Formwork shall be sufficiently tight to prevent loss of cement slurry from the concrete. All joints and holes in the formwork shall be caulked with putty jute cloth or other approved materials to the satisfaction of the Engineer-in-charge. The stripping time for the shuttering and the formwork shall in general conform to the provisions in the relevant clauses of IS 456. Unless otherwise specified rates for reinforced cement concrete shall include cost of centering, shuttering charges also as directed by E-I-C.

4. **Brick Masonry:** First class Bricks: Brick shall be sound, hard, tough, rectangular in shape and size, well burnt of uniform deep red or copper colour and conform to IS – 1077. Brick shall be free from cracks, chips, flaws, stone or humps of any kind. Bricks shall be homogeneous in texture and emit a clear ringing sound on being struck and shall have a minimum compressive strength of 50KG / sq.cm. and shall not absorb water more than 15% of its weight, when soaked cold water for 24 Hrs. All bricks shall be table moulded. First Class Bricks: These shall be ground moulded but should otherwise conform to the specifications of first class bricks except for some surface cracks are allowable. These shall have minimum compressive strength of 105 Kg. /sq.cm. Samples of each type of brick, shall be got approved by the Engineer-in-charge before being used. All subsequent deliveries shall be up to the standards of the approved samples. Brickwork shall conform to Tender ITEM and IS – 2212. Brick works shall be classified as first or second class according to the classification of bricks used and the method of laying. The thickness of joints shall not exceed 6 mm. In first class brickwork and 10 mm in second class brick work. Bricks shall be well soaked before use on works for at least 6 hrs. The soaked bricks shall be kept on wooden planks or platform. Brick required for masonry with clay or lime mortars shall not be soaked. Brick work shall be laid with specified mortar to be prepared in accordance with IS – 2250. Brick works shall be laid in English Bond unless otherwise specified. Half or cut bricks shall not be used except when needed to complete the bond. Each course shall be taken up truly plumb, if battered, the batter is to be truly maintained. The level of brickwork shall be checked up at every one metre interval. Bricks shall be laid with frogs upward, while laying bricks shall be thoroughly bedded and flushed in mortar and taped into position with a wooden mallet and the superfluous mortar removed. Walls of all structures shall be carried up regularly in all cases, leaving no part, one metre lower than the other. Where the masonry of one part has to be delayed, the work shall be raked back according to bond (and not toothed) an angle not exceeding 45 Deg. But the raking back should not start within 60cm. of a corner vertical joints in alternate courses shall come directly over one another. The brickwork shall not be raised more than 14 courses per day. All iron fixtures, pipes, conduits, drains, sleeves, bolts, holdfasts of doors and windows etc. which are required to be built in walls shall be embedded in cement mortar or cement concrete as specified, in their correct position as the work proceeds.

**Joints:** - Joints shall be restricted to 6 mm in first class brickwork and 10mm in second class brick work. All bed joints shall be normal to the pressure upon them, radial in arches and at right angles to the face in battered retaining walls. Care shall be taken that all joints are fully mortared (proportion as specified in the schedule items) well flushed up and in case where no pointing to be done, neatly struck at the work proceeds. The joints in faces which are to be plastered or pointed shall be squarely raked out to a depth of 12 mm while the mortar is still green. The raked joints shall be well brushed to remove loose particles. After the work the faces of work shall be cleared well by brush so as to remove any splashed mortar during the course of raising the brickwork.

**Curing:** - Green work shall be protected from rain by suitable covering. Masonry work shall be kept thoroughly well watered on all faces for at least 10 days after completion. In case of fat lime mortar curing shall commence two days after laying of masonry and shall continue for seven days.

5. **Scaffolding:** - Scaffolding will generally be single but may be double if warranted for the particular work as approved by the Engineer-in-charge. The contractor shall take all measure to ensure safety of work and the working people. Payment for brickwork shall be made on cubic metre basis on the volume of actual work done. Half brick wall and brick on edge wall shall be paid on square metre basis. The rate of brick work shall include scaffolding and all items mentioned above and no extra payment will be made for cutting bricks if required either for openings or for rounding or insertions or for recesses at the time of brick wall construction.

6. **Damp Proof Course:** - Damp proof course shall either be with cement concrete or with cement mortar of specified thickness as mentioned in the relevant item of schedule. Damp proof course shall not be carried across doorways. It shall be laid for all walls except verandah retaining wall or for particular wall only directed by the Engineer-in-charge. It shall be laid flush with floor level or as instructed by the Engineer-in-charge. Damp proof course with cement concrete shall be of 50 mm thick in cement concrete M15/M20 as specified using 12mm. and down size aggregate well rammed and smoothened with trowel. It will be kept wet for 40 hours and after it has dried, two coats of hot bitumen shall be applied over it and allowed it to dry after which sand shall be sprinkled over it. Damp proof course with cement mortar shall be 12 or 20 mm thick in cement mortar 1:3 well mixed with crude oil at 5% by weight of cement used.

7. **Cement Plastering:** Cement plastering shall be in accordance with IS – 1661 and Cement mortar shall conform to IS – 269.

The mortar of specified mix and thickness shall be used. The surface to be plastered shall be thoroughly cleaned so that it is free from dust, oil, salts etc., the joints of masonry shall be raked out to a depth of at least 12 mm. On cement concrete surfaces the surface shall be cleaned with wire brush and scarified by lines with trowel or hacking done. The surfaces in both cases shall be washed properly and kept wet for 4 hours before plastering is commenced. Plastering shall be started from top and gradually worked down towards the floor. It shall not at any place be thinner than specified. To ensure even thickness plaster of about 15 cm X 15 cm shall be first applied horizontally and vertically at not more than 2 metres intervals over the entire surface to serve as gauges. The surface of these gauges shall be truly in the plane of finished surface. The mortar shall then be laid in the wall or other surfaces between the gauges and finished even. All corners shall be rounded to a radius of 24 mm unless otherwise directed. The contractor shall not be paid for any extra thickness of plaster done than as specified. Plaster, when more than 15 mm thick shall be applied in two coats, a base coat followed by the finishing coat. Thickness of the base coat shall be just sufficient to fill up unevenness in the surface, no single coat, however, shall exceed 12mm in thickness. The under coat shall be roughened or scratched before it is fully hardened. Curing shall start 24 hours after the plaster is laid. It shall be kept wet for 14 days. During this period, it shall be suitably protected from all damages at the contractor's cost by such means as approved by the Engineer-in-charge. Any cracks which appear in the surface shall be cut out in rectangular shape and redone as directed by the Engineer-in-charge. Wherever specified standard waterproofing compound as approved by the Engineer-in-charge shall be added to the mortar at the rate of 2% or as specified by the manufacturer by the weight of cement for which the rate shall be paid separately. The rate for plastering shall include cost of scaffolding, swing etc., needed for the work with labour and material all complete.

8. **Steel Door, Windows and Ventilators:** All steel doors, windows and ventilators shall conform to IS – 1038, IS – 1361 and IS 1081 or equivalent as mentioned in the bill of quantities and as approved by the Engineer-in-charge. Rolled steel sections shall conform to Is – 226. The sections shall be cold straightened and finished goods shall be free from bends and other defects. Materials used in the fabrication shall be the best procurable and conforming to relevant IS specification. Thickness and specification of the glass to be provided shall be as indicated in the relevant item of the bill of quantities. Glass shall be free from flaws, specks, bubbles, etc., Bolts, nuts, screws, peg stays and other mild steel fittings shall be treated for corrosion as per relevant Indian Standards. Putty for glazing shall conform to IS – 420. Doors, windows and ventilators, etc., shall be truly square and free from twist and warp. They shall be constructed of sections which have been cut to the required lengths and welded or riveted at the corners as per standard specifications. All steel surfaces shall first be thoroughly cleaned free of rust scale or dirt and mill scale by approved means and shall be painted with one coat of approved primer conforming IS – 102 before dispatch. Alternatively, if specified they may be galvanised by the “Hot dip” zinc spray or electro galvanising process described IS – 1361. Doors, windows and ventilators shall be fixed in positions, as specified under IS 1081. Whenever contractor is required to supply the doors, windows and ventilators etc., he shall first submit to the Engineer-in-charge, the details about source of supply, detailed drawing and specifications etc, for prior approval.

9. **Wooden Doors, Windows and Ventilators:** All wood work for doors, windows, ventilators cup board, shelves, etc., conform to relevant IS specification and as per Tender ITEM and shall be well seasoned first class teak wood or well seasoned country wood (pillamarudu or karumarudu) as the case may be.



Timber shall be best quality and shall be free from knots, injurious open shales, bore holes, decay, soft or spongy spots, hollow pockets and all other defects and blemishes. Timber shall conform to IS 1003 (Part 1). Size of doors, windows and ventilators shall as specified in the relevant item of schedule and detailed drawings and generally in conformity with IS – 1003, part I and part II. The rates for doors, windows and ventilators etc., shall be for the finished work inclusive of fixing them in position with necessary iron hold fasts and furniture fitting of oxidized iron or aluminium or oxidized brass as stated in the description of the relevant items of the bill of quantities and as directed by the Engineer-in-charge. Fittings and furniture shall be of best quality and machine made and robust type. Wherever glazed shutters are to be provided, the cost of glass panes of specified thickness and fixing them in position should be included in the quoted rate. All glass shall be of superior quality from approved manufacturer. In case of solid core flush doors, they should conform to IS: 2202 Part I and Part II. The flush door shutters should have a finished thickness as specified in the scheduled item. Flush door shutters shall be obtained from firms of repute as approved by the Engineer-in-charge.

10. **ROOFING: (A) R.C.C Slabs:** Roof slab shall be of RCC of specified mix conforming to IS: 456, with adequate main tensile, transverse and adhesive reinforcement of ribbed steel bars of mild steel rounds. Unless otherwise mentioned the rates for RCC slab shall include cost of concrete, centering and shuttering charges, vibration charges, rounding of corners, curing and finishing etc., complete. Expansion joints in reinforced cement slabs shall be as per Tender ITEM. The ceiling should be finished as per IS code. No extra payment shall be made towards cost of ceiling plaster necessitated on account of defective centering materials used or poor workmanship. The top of roof slab shall be finished with weathering course treatment if so specified. The weathering course work shall conform to as per IS code and consist of concrete with broken brick in neat slacked lime of specified thickness finished with one course of pressed split tiles / pressed tiles of specified thickness and size as described in the bill of quantities.

11. **Flooring:** - Flooring shall consist of a base course of cement concrete of specified thickness and proportion laid over the compacted earth or sand filling as specified and a finishing layer of concrete, mosaic, glazed tiles or any other material as specified to be laid. Flooring work for Factory shop floors as well as mosaic flooring shall be done as per the special specifications. The bed flooring shall be prepared either level or sloped as per relevant drawing or as instructed by the Engineer-in-charge. Filling in basement with earth or sand shall be in accordance with tender ITEM. On the prepared bed, cement concrete of specified mix and thickness shall be laid and well consolidated.

**A. Ellis pattern, 1st Sort Flooring:** - On the clean wet surface of the concrete base before it has set, will be laid a layer of cement concrete to give a finished depth of 20/25 mm over the base concrete. The cement concrete will be of 1:3 proportion (one cement and 3 hard broken stone chippings 3 to 10 mm Size). To make a coloured floor red oxide iron powder or other approved materials should be mixed with cement at the rate 10% of the weight of cement or as directed by the Engineer-in-charge. Ellis pattern flooring shall be done as per IS.

**B. Glazed Tile Flooring:** - Over the prepared surface of the floor a bedding layer of Cement Mortar (1:3) of specified thickness shall be laid-in-proper level and slope using screed patterns. The bedding layer shall be deeply scratched while it is set. A mortar set bed of 6mm thickness in cement lime mortar 1:1:3 (one cement one lime putty and three sand), shall be laid over the bedding layer. After mortar setting, bed has been leveled, a skin of neat cement shall be troweled to the mortar setting bed immediately before the tiles are set. As soon as the mortar setting bed has sufficiently hardened, all tiles shall be finally secured in place and gently beaten in and finished surface brought to desired level. When grouting the glazed tiles, special care shall be taken to prevent scratching of the glazed surface. Joints shall be pointed with white or coloured cement to match the tile surface and cured. No joint shall be more than 40 mm thick.

12. **White Washing and Colour Washing:** - White washing and colour washing shall be done as per tender ITEM. The surface shall be thoroughly cleaned off mortar drops and foreign matter. All patching must be scraped properly. The white washing shall be done from pure shell lime / Janathacem. Samples of lime shall be got approved by the Engineer-in-charge. The wash shall be applied with a brush, the coats being laid on vertically and horizontally alternatively, each coat being allowed to dry before next coat is applied. For colour washing the desired shade shall be obtained by mixing approved quantity of colouring matter or distemper with shell lime solution and applied as per white. The contractor shall take every precaution to prevent white wash being splashed on wall, floor and other places and articles not to be white washed.

No colour wash shall be done unless a sample pattern of the mixed colour has been approved by the Engineer-in-charge. The rates shall be inclusive of scaffolding charges, cost of ladder etc.

- 13. Painting:** - All painting work shall be done in according as per Tender ITEM and the relevant Indian Standard Specifications. Paints, varnishes, cement paints etc., shall be the highest grade products of well known approved manufacturer and shall be delivered to site in original sealed containers. It is desired that materials of one manufacturer only shall be used as far as possible. Colours shall be uniform and nonfading. Samples of all colours selected shall be submitted to the Engineer in charge for approval before bulk purchase is made. All finished work shall match corresponding samples kept with the Engineer.

**Preparation of Surface:** Before painting wooden surfaces, protruding timber fibres shall be removed and nail marks shall be covered with putty. The surface shall be thoroughly cleaned and sand prepared. In case of steel work, it shall be scraped, well brushed and cleaned free of rust, scale dirt. Base preparation for painting concrete, masonry and plastered surfaces shall be carried out as per IS 2395 – Part I. Before actually proceeding with the work of painting the concrete, masonry and plastered surfaces, it shall be verified that the surfaces shall be completely dry, free from efflorescence and alkaline effect.

**Application:** - The primer shall be applied with brushes and spread as evenly and as smooth as possible. For steel work a priming coat of Red Oxide / Zinc Chromate paint shall be applied. Painting shall be done by skilled labourers in a work-man like manner. All coats shall be of proper consistency and shall be well brushed out, so that no brush marks are visible. The under coating should be nearest to the specified colour of the finishing coat. Unless otherwise specified ready mixed synthetic enamel paints shall be used for painting, wood and steel work. Under coats should be completely dry before finishing coat is taken up. Priming coat and under coat shall be rubbed with sand paper and dusted clean. The finished coat of approved paint shall then be applied.

- 14. French Polish:** - French polish to be used shall comply with IS 348. Polishing shall be obtained by dissolving 1 lbs, of shellac in one gallon of methylated spirit without applying any source of heat. After the shellac has dissolved ¼ lbs of cobalt, ¼ lbs of lobano and 0.4 oz of crystals of desired pigment shall be added. The solution shall be applied with a pad of fine muslin cloth tied as per general practice. The pad shall be dipped into the solution and wrung with fingers and be rubbed hard on the surface in this way, the first coat is to be given after this gets dried up, the successive coats shall be given in the same fashion till the mirror like surface is obtained. The wood to be polished shall be first applied with a filler composed of 1.25 Kg. of whiting mixed with one litre of methylated spirit and then sand papered when dry. The finished surface shall have uniform texture and gloss. Approved transparent sealer shall only be used in base preparation.
- 15. TESTS:** Test shall conform to the specifications laid down in IS : 456. These tests shall be got done in an approved laboratory and in accordance with IS : 516 - Latest at the cost of the Contractor (for making necessary cube moulds, transporting the cubes to the Laboratory and all other incidental etc.). The test fees for the cubes shall be borne by the contractor.

**16. CONSISTENCY AND SLUMP:**

The concrete shall have a consistency such that it will be workable in the required position. It shall be of such consistency that when properly vibrated it will flow around reinforcing steel and all embedded parts. The slump for concrete as determined by slump tests as per Indian Standard 456 (latest edition) shall not exceed the maximum slumps indicated below for each type of construction as approved by the Engineer-incharge.

	Workability Slump in MM		Type of Construction
	Min	Max	
Medium	40	80	All RCC works

The contractor shall not place concrete having a slump outside the limits specified without the approval of the Engineer-in-charge.

Atleast one slump test shall be made for every compressive strength test carried out. More frequent tests shall be made if there is a distinct change in job conditions or if required by the Engineer-incharge.

### **FOR STRUCTURAL STEEL WORKS**

1. The Contractor may also be required to supply some raw structural steel sections also as required for this work in accordance with the latest editions of the Indian Standard Specifications noted below:- IS 2062 & IS 1977. He will be required to submit the necessary test certificates for the materials so supplied for use on this work.
2. All Civil works like preparation of foundations for columns, including embedding of holding down bolts etc., also have to be carried out and hence included in the present enquiry. All works shall be performed and completed in a thoroughly workmen like manner and the contractor shall follow the best modern practice in the manufacture of high grade structures not withstanding any omission in the specifications.
3. (a) Fabrication shall generally be in accordance with IS 800 (latest issue) entitled "Code of practice for use of structural steel in general building constructions". Welding shall be in accordance with IS 816 entitled "Code of practice for use of metal arc welding for general construction in mild steel". The contractor shall provide necessary splicing as approved by the Engineer-in-charge, to suit the available lengths of raw steel, and no extra amount shall be paid on this account. Any specifications not covered by the Relevant Indian Standard Codes of practice shall be in accordance with the relevant BS or in its absence in accordance with the well-established standard Engineering practice to be acceptable to DPA.
4. (b) Under the contract, site fabrication is to be adopted for which a suitable site near and inside the factory premises will be made available by gopalpuri colony at free of ground rent. The Contractor shall provide all plant and equipments, tools covered sheds and other facilities required for site fabrication work at his own cost.
  - (c) All fabricated steel work shall be given one coat of Red Oxide / Zinc Chromate primer conforming to Relevant IS code before erection. All fabricated steel work shall be match marked suitably to facilitate their erection in position without any difficulty
  - (d) The Contractor shall take into consideration the existing foundation structures and make necessary provisions in the fabricated components with the approval of the Engineer-in-charge so that proper alignment, vertically and easy connection / erection of structures is ensured.
  - (e) Materials supplied by the contractor shall be in standard / random sizes / lengths. Hence the Contractor will be required to supply extra materials to cover conversion, wastage, alteration etc. He shall do so without any claim for extra payment, whatsoever on this account.
  - (f) All the raw materials will be generally conforming to IS 2062-1999 or equivalent.
- 16) If required, Barricading, including proper lighting arrangement in the night at the required places shall have to be provided by the contractor at his own cost, including necessary arrangements for proper movement of traffic by carefully maintained approaches and road diversions with suitable sign boards for indications of road signs etc. as directed by the Engineer-in-Charge.
- 17) Income tax at prevailing rate and surcharge as applicable thereon shall be deducted while making the payment to the contractor for carrying out the work and only net amount shall be paid as directed by the Central Board of the direct taxes, Ministry of Finance, Government of India.
- 18) The Engineer-in-Charge will be entitled to deduct and adjust any sums of money payable by the contractor to the board under the terms of any contract executed by him or on his behalf or from the security deposit or from any sums due or becomes due from the present contract.
- 19) All the work, until handed over to the Engineer in charge shall stand at the risk of the contractor who shall be responsible to make good at his own cost all loss and damage caused by or due to fires, weather or any other reasons and the contractor shall hand over at the time of completion of work all the work in good order and conditions and in conformity in every respect with the requirements of the contract and instruction of Engineer in charge.



- 20) During the execution of the work the contractor shall employ only such persons who are careful, perfectly skilled and experienced in his field of work. The Engineer-in-charge shall be at liberty to object and ask the contractor to remove from the work any person employed by the contractor for execution of work, who is in the opinion of the Engineer-in-charge misconducts of he is found to be negligent in the proper performance of his duties and such persons shall not be again employed on the work without permission of Engineer-in-charge.
- 21) All the precautions regarding the safety of the work shall have to be taken and the instruction of Engineer-in-charge in this respect shall have to be followed strictly.
- 22) The Engineer-in-charge may delete any number of items included in his tender (contract) without assigning any reasons and without any financial liability.
- 23) All the tools, plants, scaffolding, ladder etc. and other machinery etc. required for the purpose of execution of work will have to be arranged by the contractor at his own cost, and storing of such tools, plants etc. will have to be made by him.
- 24) The contractor has to make his own arrangement for the storage of materials at site or work.
- 25) Unless otherwise specifically mentioned the rates quoted for all items include for all lead and lift and no extra claims shall be entertained on this account.
- 26) For execution of work, contractor has to construct temporary offices, store, labour room toilet etc. at his own cost. Nothing will be paid for these purpose and on completion of the work, before handing over the site contractor has to dismantle all these temporary structure erected by him as directed. Completion certificate will be issued only after compliance of above aspect.
- 27) The contractor shall have to obtain quarry permits from the office of the Geologist, Department of Geology and Mines, Bhuj-Kutch before quarrying any secondary materials like sand, earth, murrum, rubble etc. if required.
- 28) All the royalties of materials, quarry fees, octroi, wharfage charges, any taxes etc. are payable by the contractor directly to the authority concerned and the rates quoted shall be deemed to be inclusive of all such charges if applicable.
- 29) All of royalties of materials, quarry fees, etc. payable by the contractor directly to authorities concerned and rates tendered shall be deemed inclusive of all charges. Before claiming refund of Security deposit, the contractor shall produce 'No Dues Certificate' from the Geologist, Geology and Mining department.
- 30) The contractor shall in accordance with requirement of Engineer-in-charge afford all reasonable facilities to any other contractor employed by the Port Authority and their workman for work, not included in this contract which the Board may enter into at any time. No disputes on this account shall be entertained.
- 31) The tenderer shall examine carefully the condition of contract, specifications and drawings etc. before submitting the tender. He shall also visit and inspect site of work and acquaint himself with all local condition in port colony permises, availability of construction materials and labourers nature of soil and working condition at and around the site before submitting the tender. No dispute/claims what-so-ever shall be entertained for the work of any nature arising out of local conditions.
- 32) The bidder shall give an undertaking that they have not made any payment or illegal gratification to any person authority connected with bid process so as to influence the offence under the PC Act in connection with the bid.
- 33) The Bank Guarantee submitted towards Security deposit should be of any nationalized Schedule Bank (except Co-oprative) banks having its branch at Gandhidham. The Bank Guarantee received from respective bank through registered A.D. shall only be accepted.
- 34) The tenderers are not expected to make any post tender modifications hence the tenders should not make any correspondence regarding the tender after submission of the same of due date and time. No cognizance of any correspondence shall be taken, if any tenderer persists with the same, necessary action will be initiated against him. All the tenders reached on or before the due date & time shall be opened, if otherwise found in order
- 35) The period of contract will be 24 months & the period of contract can be further extended 3 months with mutual consent with same rates, terms and conditions.

- 36) The tenderers should submit firm offer without any price variation and no escalation will be considered.
- 37) Contractor has to used all the materials as per IS and has approved by Engineer incharge.
- 38) **Arbitration Clause: -**

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

- (I) Except where otherwise provided in the contract all questions and disputes relating to the meaning of the specifications, designs, drawings and instructions here in before mentioned and as to the quality of workmanship or materials used on the work or as to any other question, claim, right, matter or any other thing whatsoever, in any way arising out of or relating to the contract, design, drawings, specifications, estimates, instructions, orders or to the conditions or otherwise concerning the works or regarding the execution or failure to execute the same whether arising during the progress of work or after the completion thereof as described here in after shall be referred to the Chairman for sole arbitration by himself or 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 disputes or to act as 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 office to act as arbitrator.
- (IV) It is a term of the contract that no person other than the Chairman himself or any officer appointed by him shall act as arbitrator.
- (V) It is a term of the contract that only such question and disputes as were raised during progress of work till its completion and not thereafter shall be referred to arbitration. However, this would not apply to the questions and disputes relating to liabilities of parties during the guarantee period after completion of the work.
- (VI) It is a term of the contract that the party invoking arbitration shall give a list of disputes with amounts of claim in respect of each said disputes along with the notice seeking appointment of arbitrator.
- (VII) It is also a term of contract that if the contractor does not make any demand for appointment of arbitrator in respect of any claims / disputes in writing, as aforesaid, within 120 days of receiving the intimation from the Nodal Officer or his nominee that the final bill is ready for payment, the claim of the contractor shall be deemed to have been waived and absolutely barred and the Port Authority shall be discharged and released of all liabilities under the contract in respect of these claims.
- (VIII) It is also a term of the contract that the arbitrator shall adjudicate only such disputes / claims as referred to him by the appointing authority and give separate award against each dispute/claims as referred to him. The arbitrator will be bound to give claim wise detail and speaking award and it should be supported by reasoning.
- (IX) The award of the arbitrator shall be final, conclusive and binding on all the parties to the contract.
- (X) The arbitrator may from time to time, with the consent of both the parties, enlarge the time for making and publishing the award.
- (XI) Arbitration shall be conducted in accordance with the provision of Indian Arbitration Act, 1996 or any statutory modifications or re-enactment thereof and rules made there under and for the time being in force shall apply to the arbitration proceedings under this clause.
- (XII) It is also a terms of the contract that if any fees are payable to the arbitrator, this shall be paid

equally by both the parties.

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

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

- 39) Contractor to be provided a computer operator to operate online complaint portal, no extra will be payable by DPA.
- 40) A bill shall be submitted by the contractor each month on or before the date fixed by the engineer-in-charge for all works executed in the previous month and the engineer-in-charge shall take or cause to take the requisite measurement for the purpose of having the same verified and the claim, as far as admissible, adjusted as far as possible, before the expire of ten days from the presentation of the bill. If the contractor does not submit the bill within the time fixed as aforesaid, the engineer-in-charge may depute within seven days the date fixed aforesaid, subordinate to measure up the said work in the presence of the contractor whose counter signature to the measurement list will be sufficient warrant and the engineer-in-charge may prepare a bill from such list.
- 41) Before taking measurement of any work the engineer-in-charge or a subordinate deputed by him shall give reasonable notice to the contractor if the contractor fail to attend at the measurement after such notice or fails to countersign or to record the difference within a week from the date of measurement in the manner required by the engineer-in-charge then in any such event the measurement taken by the engineer-in-charge or by the subordinate deputed by him as the case may be shall final and binding on the contractor and the contractors, contractor shall have no right to dispute the same.
- 42) The contractor shall submit all bills on the printed form to be had on application at the office of the engineer-in-charge and the charges in the bills shall always be entered at the rates specified in the tender or in the case of any extra work ordered in purpose of these conditions and not mentioned or provided for in the tender at the rate hereinafter provided for such work.
- 43) **INTEGRITY PACT**
- 46.1 The bidder has to execute Integrity Pact agreement with DEENDAYAL PORT AUTHORITY (As per Appendix), Shri S.K. Sarkar, IAS (Retd.) and Shri Saurabh Chaudry, 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 Chaudry, IAS (Retd)
B-104, Nayantara Aptt.,	A-9, Sector – 30
Plot 8B, Sec 07, Dwarka	Noida (U.P.) – 201301
New Delhi -110075	Mobile No.9871322133
Mobile No.9811149324	Email : saurabh7678@yahoo.co.in
Email : <a href="mailto:sksarjar1979@gmail.com">sksarjar1979@gmail.com</a>	

- 46.2 Scanned copy of pre- contract Integrity Agreement (as per appendix) is to be uploaded along with the Preliminary 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.
- 44) The contractor has to clean the floor, doors, window, electrical fixtures etc. at his own cost immediately after carrying out the work to the entire satisfaction of the Engineer In-charge. If any damage is found due to the fault of contractor of his labours during the work inside the quarter of building of port property, the same will be recovered from the contractor.
- 45) The contractor shall collect the total quantity of the approved paints required for the work before the actual painting work is started and shall keep the entire stock of the paint in custody of Engineer Incharge.

If any paint remain unused on the completion of work on account of less use of material in actual execution for reasons other than authorized changes of specification and also abandonment of portions of work , corresponding deduction equivalent to the cost of unused materials determined by the Engineer Incharge and shall be made and the material shall be returned to the contractor. Although the materials are hypothecated to the DEENDAYAL PORT AUTHORITY. The contractor shall undertake the responsibility of their proper watch, safe custody and protection against the risk. The material shall not be removed from the site of work without the consent of Engineer Incharge in writing.

- 46) The work is to be carried out after scrubbing the old paints etc. to the satisfaction of the Engineer Incharge before applying the new paint.
- 47) For the measurements of painting doors and window the co-efficient given in the table 'E' of the DEENDAYAL PORT AUTHORITY Schedule of Rates of the year in which the tender is accepted shall be considered.
- 48) The work is to be carried out after removing the old loose portions scrapping by iron scrappers or sand papers cleaning the surface and scrubbing the old paints and white wash to the satisfaction of the Engineer Incharge before applying the paint etc. No extra payment shall be made no disputes shall be determined in this account.
- 49) The value of stamp to be affixed on agreement shall be of appropriate value prescribed for bond as per latest provision of law enforced on the date of execution of contract. However, if the contractor furnishes the GPF notes of approved guarantee in respect of part of Security Deposit the stamp duty chargeable for the amount shall be as prescribed for agreement payable in accordance with latest provision of law enforced on the date of execution of contract. All the cost of stamp duty shall be borne by the contractor.
- 50) The work shall be done strictly in accordance with the ISI specification and orders by the Engineer Incharge of the work from time to time.
- 51) All the rules and regulation governing the DEENDAYAL PORT AUTHORITY shall be applicable.
- 52) For the purpose of measurements, methods prescribed in the Indian Standard of measurement of building work i.e. IS 1200 shall be applicable.
- 53) All the Labours acts, rules regulations in force from time to time are be followed by the contractor.
- 54) The Pre-acceptance letter intimating the contractor about the proposed acceptance of tender will be issued by the Chief Engineer. The tender agreement in approved form bearing the stamp of required value shall be executed by the Chairman on behalf of the board having common seal of the Board. The final acceptance letter shall be issued by the Chief Engineer on non judicial stamp paper of Rs. 300/- to be borne by the contractor. In case the contractor desires to have the duplicate copy of acceptance letter, he shall have to pay an additional amount of Rs. 300/- only.
- 55) The tender for the work shall remain for acceptance for 120 days from the date of opening of the tender.
- 56) The contractor shall have to obtain necessary licence from the Assistance Labour Commissioner (Central), Adipur in case he engages 10 or more workers on any day during the execution of work.
- 57) Contractor has to make pre-programme each time before starting the white wash, wash and painting work of any residential building / non-residential building with Engineer Incharge.
- 58) The paint distemper, Oil paint, Plastic paint, Primer, Exterior paint, Aluminium paint, water proofing cement paint, shall be of approved shade quality and following make:
  - a. Synthetic Enamel Paint, aluminium paint, primer, acrylic distemper and acrylic emulsion floor paint etc. shall be of premium quality and of Tractor, Asian Paint, ICI (IEL), Nerolac, Dulux paint make only.
  - b. Water proof cement paint shall be super Snowcem of Snowcem India Ltd., Bombay Terracem or equivalent.
  - c. Plastic Emulsion Paint of Premium quality approved Colour and shade shall be of Tractor, Asian Paints, IEL Ltd., Berger paint, Nerolac or equivalent make, as approved by Engineer-In-Charge.

- d. Exterior paint of 100% Acrylic, low VOC formula designed for a long-lasting finish that resists moisture, fading & stains and provides a mildew and corrosion resistant finish. approved Colour and shade shall be of “Sandtex Matt” of Snowcem India Ltd. or equivalent Make, as approved by Engineer-In-Charge
- 59) The provision in special conditions and specifications which forms a part of contract shall have precedence over those specified in general conditions and contract in case of diversity, if any.
- 60) In the tender item No. 70 the surface should be fully scrapped and then cleaned by means of scrappers / travels to the original plaster. Then after two coats of lappi/putty made with white synthetic enamel paint of approved make and chalk powder etc. shall be applied for smoothening the entire surface. One coat of cement primer before and after applying the lappi is to be applied on the entire surface.
- 61) For white wash / metori washing DDL, Fevicol at 5% of lime/metori is to be used as adhesive.
- 62) Regular maintenance items use in AMC works before use in deposited at estate office store after that use in maintenance works.
- 63) Contractor has to clean floors doors/window/ to move stuff around in rooms etc. after completing the White Washing / distempering painting work in each quarter building without any extra cost. Before white washing, distempering, plastic paint, floor painting the contractor has to clean the surface, scrapped, removing the all loose material from previous surface without any extra cost.
- 64) AMC for CIVIL works / White Washing, Painting, distempering, fabrication work, plastering, Rcc, roof cleaning etc. is to be done upto 20m height of building, including over head tanks outside Multi-Storied Building including scaffolding cost etc. Contractor has to keep this aspect in mind at time of quoting the rates no extra will be paid by deendayal port authority.
- 65) The Bidder shall disclose any payment made or proposed to be made to any intermediaries / agents etc. in connection with the bid.
- 66) Force Majure: This will be restricted to act of God only.
- 67) Contractor has to take signature for carrying out painting work in residential quarters from the quarter allottee of the Port Employee for satisfactory painting work & then after which the running bill will be released.
- 68) Rate for every work to be done under this contract shall be for all lifts and leads, heights and depths, lengths and widths except when specially mentioned otherwise and nothing extra shall be paid in any account.
- 69) If required, the contractor shall comply with the provision of any Govt. related to the work and to the regulations and laws of any local authorities. The contractor shall give all notices required by the said laws, acts etc. and pay all fees payable to each authorities and allow for encroachments, cost of restorations etc. and other fees payable to the local authorities' bear by contractor.
- 70) The steel windows & ventilators shall be factory made and ISI marked.
- 71) The contractor shall make his own arrangements for obtaining permission for electric, water connections, if required and make necessary payments directly to the concerned department.
- 72) The contractors are advised to inspect and examine the working site location and its surroundings and satisfy themselves with the nature of site, the means of access to the site, the constraints of space for stacking material / machinery, labour etc. they require, if any, weather conditions at site, general ground / subsoil conditions etc. or any other circumstances which may affect or influence their tenders. No claim, whatsoever, shall be entertained from the contractor, on the plea that the information supplied by the department is insufficient or is at variance with the actual site conditions. DPA will not be responsible for anything.
- 73) The contractor shall depute Site Engineer & skilled Supervisor to attend the day to day maintenance complaints for the work. Necessary protective and safety equipments shall be provided to them by the contractor at his own cost and used at site for labour as directed by Engineer-in-Charge.
- 74) **Payment of Final Bill**



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

75) **Deriving the Market rates**

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

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

The analysis of rates on market rates should be on similar lines as adopted in the justification of tender except that market rates of material/labor, 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.

76) **Deviation in quantities**

Normally deviation means deviation in quantities of agreement items, i.e. where there is increase or decrease in the quantities of items of work specified in the agreement.

Rates for such deviated items shall be calculated strictly as per the provision of agreement clauses.

77) **Removal of rejected/sub-standard materials**

(a) Whenever any material brought by the contractor to the site of work is rejected, entry thereof should invariably be made in the Site Order Book under the signature of the Assistant Engineer, giving the approximate quantity of such materials.

(b) As soon as the material is removed, a certificate to that effect shall be recorded by the JE/AE against the original entry, giving the date of removal and mode of removal, including the registration number of the truck and a copy of gate pass wherever applicable.

78) (i) The contractor shall carry out work as per specification and time line failing which notices will be issue after three notices, if performance not found satisfactory, the contractor will be debarred for participating in new tenders of DPA for period of two years.

(ii) The rate quoted by contractor shall be realistic. During the evaluation of tender, if rate quoted by contractor un realistic, the tender shall be considered non-responsive & engineer in charge reserve right to cancel no any correspondence shall be entertained in this regard.

79) The leakage, if any after the testing of joints of pipeline and fittings shall be made good by the contractor at his own cost. The contractor shall not refill the trenches before carrying out the testing of pipelines as directed by E-I-C.

80) If any road is required to be cut for the work, that will be done by the Contractor at no extra cost and road should be restored to its original conditions at no extra cost.

81) The rates for laying and fixing of the pipelines, valves and other specials etc. should include additional cuttings, threading of pipes etc., if required and no claim on this account will be entertained.

82) W.C. seat, wash hand basin, urinals etc. shall be of Cera, Hindustan, Parryware, Safari, Hindware, Jaguar etc. or equivalent Make as directed by Engineer-In-Charge of first quality and with ISI Mark, if available of approved colour.

83) All fittings, glass, handles, locks used for aluminium windows and ventilators are to be got approved by Engineer-In-Charge before putting into use for work.

- 84) Payment of aluminium sections etc. shall be made on actual weighment / theoretical weight or which ever is less basis for which no claim shall be entertained.
- 85) The Kota stone required for flooring, skirting, platform, shall be of approved brand and selected from superior quality and shall have to be got approved from the Engineer In-Charge before stacking.
- 86) The teak wood to be used shall be of approved quality and shall be free from knots, cracks etc.
- 87) The contractor shall have to make necessary and adequate pumping arrangements mechanically for dewatering the subsoil water at all stages of construction at no extra cost.
- 88) The contractor shall arrange to supply samples of coarse aggregates and fine aggregate etc. to the port laboratory for mix design for concreting works. Mixing of cement concrete work shall be on weigh batching basis as per approved mix design. For better workability, contractor is free to use plasticizers / super plasticizer without any extra cost. Maximum water cement ratio shall be 0.45 and slump shall be as per the table below. The minimum cement content shall be as per I S 456-2000.
- 89) The bars for reinforced cement concrete works shall be cleaned of rust, dust, oil paint etc. to the entire satisfaction of Engineer-In-Charge at his own cost before putting into works.
- 90) The Engineer-In-Charge reserves the right to make necessary changes in the diameter of bars provided in the drawings and no claims what-so-ever on account of change in diameter of bars will be entertained.
- 91) The payment for reinforcement will be made only for the actual quantity incorporated in the work. Pins and chairs will not be considered as part of reinforcement and shall not be paid.
- 92) The sand is to be brought from approved quarry. The detailed RCC drawings of beams, slabs, columns, chajjas, staircase, balconies etc. shall be supplied to the Contractor during the execution of work from time to time as and when found necessary by the Engineer-In-Charge. No disputes/claims, what- so-ever regarding non-availability of drawings shall be entertained
- 93) Concrete cover block with binding wire shall be used in all RCC works of standard size as directed by the Engineer-In-Charge, C.C. cover block should be well cured for at least seven days before use. No extra cement, labour, binding wire will be paid for casting of c.c. cover block. No stones or khapchi has to be used instead of cover blocks.
- 94) The contractor has to provide sufficient barricades to site of work so that traffic plying nearby should not damage the recently concreted work. In case of any damage on account of above, the entire responsibility will remain with contractor and nothing extra will be paid on this account.
- 95) The stripping time of form work either steel or plywood shall be as per relevant Clause of IS 456 or its latest amendment or as per the direction of Engineer-In-Charge. No dispute/claims on this account shall be entertained. The formwork of steel or plywood shall be leak proof shall be strong enough to withstand the load of concrete etc.
- 96) The formwork shall be properly cleaned and repaired. Oil shall be applied and shall have to be got checked from Engineer's representative before re-use of the same.
- 97) The mixing of concrete shall be done in a mixer of approved type, which will ensure a uniform distribution of material throughout the mass so that mix is uniform in colour and homogenous.
- 98) The stone metal 20 to 40 mm, 40 to 60mm, crush metal and sand shall be from approved quarries.
- 99) The mixing of concrete shall be done in a mixer of approved type, which will ensure a uniform distribution of material throughout the mass so that mix is uniform in colour and homogenous.
- 100) The strength of concrete shall be determined by compressive strength test. For this purpose, during the progress of the work cube samples shall be cast for testing at 7 days and 28 days
- 101) Water used for mixing and curing shall be clear and free from injurious amount of oil, acids, alkalies, salts sugar, organic materials or other substances that may be deleterious for concrete and steel.
- 102) Un-purified potable water is generally considered suitable for mixing and curing, mixing and curing with sea water shall not be permitted at any cost
- 103) Compressive Strength of bricks for masonry work shall not be less then 40 Kg/cm<sup>2</sup> and Compressive Strength of stones for masonry work shall not be less then 400 Kg/cm<sup>2</sup>.

- 104) The bricks shall be of NR or NK brand of Ahmedabad.
- 105) Bricks shall be soaked in water before put into use for a period for the water to just penetrate the whole depth of the bricks.
- 106) The cement concrete solid blocks, machine made required for the work, shall be got tested from the Port Laboratory, as directed. The contractor shall make available the number of blocks so required for testing of solid blocks and the strength shall not be less than 40 kg/cm<sup>2</sup>.
- 107) Ornamental Grill G.I/M.S. grills, /round pipe/channel/ gates etc. shall be scraped and cleaned before painting. No extra payments will be made for the same.
- 108) Flush doors shall be of approved make and confirming to relevant IS.
- 109) Hydraulic Door Closer shall be as per IS-3564 Specification for door closers (hydraulically regulated).
- 110) The brass fittings / fixtures shall be used of approved make and weight confirming to relevant IS.
- 111) The Tower bolts shall be of Alto or equivalent Make or as approved by Engineer-In-Charge.
- 112) All the Bath fittings under of standard quality like Basin mixer (for wash basin), Wall mixer, Bib cock, overhead Shower, Sink cock, Angel stop cock, Towel rack, Glass shelf, Towel ring, Toilet paper holder, Soap Dish etc. as per make list or equivalent make and size, shape and strict conformance to the relevant standard formulated with ISI mark or as approved by Engineer-In-Charge.
- 113) All cc flooring, work is to be finished with neeru (cement slurry) However, the bonafide use of cement used for the purpose shall be taken into consideration while calculating theoretical consumption of cement.
- 114) The contractor shall produce for approval the samples of fittings for doors, windows and cupboard before fixing.
- 115) The payment of shutter for door brought at site shall be made at 75% of quoted rates under tender item pending for fixing the same.
- 116) The prospective bidders have to submit a declaration of their not having been banned or de-listed by any government, semi government agency or PSU's, and that if such a declaration is not furnished, their bid is liable to be rejected as "Non responsive".
- 117) As the work being of AMC(Civil) the contractor has to remove the old pipes, water supply, sanitary fittings, hardware items and other items which are to be replaced with the new ones without any extra cost. The contractor has to take into aspect into consideration before quoting the rates.
- 118) **GST Clause**
  - (a) The contractor shall quote the price exclusive of GST. The contractor shall quote prevailing GST rate separately which shall be reimbursed by DPT after ascertaining necessary compliance as per Goods & Service Tax – 2017. The contractor should have valid GST registration number to become eligible for Participating in the bid.
  - (b) GST Registration should be invariably mentioned in the bid / tender, failing which the bid / tender will be treated as non-responsive and liable to be discharged.
  - (c) GST & PAN No. may be furnished with documentary evidence along with the Tender Documents.
  - (d) It is mandatory to upload scanned copies of all the documents including GST registration certificate as stipulated in the bid document. If such document is not uploaded his bid will become invalid and cost of bid document shall not be refunded.
  - (e) The TDS under GST Act is required to be deducted @ 2% (1% CGST and 1% SGST or 2% IGST) from payment / credit given to contractors /professionals and others for work order/contracts exceeding Rs. 2,50,000.00
  - (f) "Contractor / Service provider / supplier etc. has to ensure timely and proper filling of GSTR 1 so that Deendayal Port Trust can avail input tax credit in timely manner. In case DPT not allowed input tax credit due to failure on part of the contractor / service provider/ supplier etc., it will be a financial loss



to the DPT and therefore same shall be recovered from the payment / deposit pf the contractor / service provider / supplier.”

- 119) The Contractor shall deposit all the old reinforcement bars /steel scrap demolished /removed with Estate Office –Gopalpuri, nothing extra shall be paid on this account.
- 120) The contractor has to deposit with the Estate Office- Gopalpuri.all the unserviceable old hardware, water supply and sanitary fittings etc. removed for replacement with new without claiming any cost for the same.
- 121) As the work is for Annual Maintenance of Buildings the quantities shown against individual items in Schedule B are tentative based on past experiences therefore quantity of every item may vary up to any extent or may not be even executed as per site requirement, hence no any extra calim in this regard will be entertained and payment will be as per actual quantity executed. Engineer in charge is fully empowered to operate the item as per requirement. Above aspect may be kept in mind before filling the rates.
- 122) Contractor has to do the job immediately as soon as he is asked to execute the particular item. If he fails to do the work within given period, the same will be execute departmentally or though other agency and recovery for difference in rate and 20% overhead charges will be recovered from the RA Bills of contractor.
- 123) As the work is of maintenance of Buildings which may some times required emergency work hence contractor should be ready to do work immediately with all labours and materials required for doing the work and he can not refuse or delay the work.
- 124) Payment shall be made on monthly basis through RA Bills and payment will be made through RTGS.
- 125) **Special Conditions for Environmental Protection:**
- (i) The contractor(s) shall strictly follow up the Environmental rules as per the Environmental Protection Act 1986 while execution of the work and as directed by Engineer-in-charge.
  - (ii) All the construction materials i.e. Cement, Aggregates, sand and fill materials which are to be used in construction work shall be covered with Tarpaulin or fabric materials as directed by Engineer-in-charge.
  - (iii) The Contractor(s) should stacked and disposed the waste materials in such a manner which are not destroy the environment.
  - (iv) The Contractor(s) shall sprinkles the water to minimize the dust emission.
  - (v) Machine mixers, vibrators, way batches plant, diesel generator sets and other vehicles engines shall be not be left running not in use.
  - (vi) Emission of NO2 and SO2 shall be maintained within the work site area as per the International Regulations (MARPOL).
  - (vii) To prevent and minimize vibration and noise levels from machineries / vehicles during construction activities the contractors shall take the remedial action to minimize noise pollution as under: -
    - (a) Provide adequate silencers attached with all vehicles and machineries. (b) Install suitable mufflers on engine exhaust and compressor component. (c) The diesel generators set shall be used of noise less
  - (viii) The contractor(s) shall stacked / stored the construction materials at adequate distance from coastal area.
  - (ix) The contractor(s) shall provide the barrier to prevent the construction material from mixing up with surface / ground water.
  - (x) The contractor(s) should discharge waste water generated during construction work as per CPCB/GPCB regulations.

126) **Special conditions for steel**

- a) The contractor shall procure TMT bars of Fe415/ Fe500/ Fe550 grade as per tender conditions.
- b) The grade of the steel such as Fe415/Fe500/Fe 550 or other grade to be procured is to be specified as per BIS 1786-2008.
- c) The TMT bars procured from primary producers shall conform to manufacture's specifications
- d) The TMT bars procured shall conform to the specifications as laid by Tempcore, Thermex, Evcon Turbo & Turbo Quench as the case may be.
- e) For TMT bars procured either from primary producers or secondary producers, the specifications shall meet the provisions of IS 1786: 2008 pertaining to Fe 415D or Fe 500D or Fe 550D grade of steel as specified in the tender.
- f) The contractor shall have to obtain and furnish test certificates to the Engineer-in-charge in respect of all supplies of steel brought by him to the site of work.
- g) Samples shall also be taken and got tested by the Engineer-in-Charge as per the provisions in this regard in relevant BIS codes. In case the test results indicate that the steel arranged by the contractor does not conform to the specifications as defined under para (1) above, the same shall stand rejected, and it shall be removed from the site of work by the contractor at his cost within a week's time of written orders from the Engineer-in-Charge to do so.
- h) The steel reinforcement bars shall be stored by the contractor at site of work in such a way as to prevent their distortion and corrosion, and nothing extra shall be paid on this account. Bars of different sizes and lengths shall be stored separately to facilitate easy counting and checking
- i) For checking nominal mass, tensile strength, bend test, re-bend test etc. specimens of sufficient length shall be cut from each size of the bar at random, and at frequency not less than that specified below:

Size of bar	For consignment below 100MT	For consignment above 100MT
Under 10 mm dia bars	One sample for each 25 MT or part thereof	One sample for each 40 MT or part thereof
10mm to 16mm dia bars	One sample for each 35 MT or part thereof	One sample for each 45 MT or part thereof
Over 16mm dia bars	One sample for each 45 MT or part thereof	One sample for each 50 MT or part thereof

- j) The contractor shall supply free of charge the steel required for testing including its transportation to testing laboratories and the testing charges shall be borne by the contractor.
- k) The actual issue and consumption of steel on work shall be regulated and proper accounts maintained. The theoretical consumption of steel shall be worked out as per procedure prescribed in the contract. In case the consumption is less than theoretical consumption including permissible variations (+3% for cutting into pieces +/- 2% for variation in weight) recovery at the rate so prescribed shall be made. In case of excess consumption, no adjustment need to be made.

127) **Special Condition in Respect of Cement**

- a) The Contractor shall procure 53 grade (conforming to IS 269-1989) OPC cement, as required in the work, from reputed manufacturers of cement having a production capacity not less than one million tons or more per annum as approved by the Ministry of Industry, Government of India, and holding license to use ISI certification mark for their product.
- b) The supply of cement shall be taken in 50 kg bags bearing manufacture's name, date of manufacturing, batch number and ISI marking. The cement shall be brought at site in bulk supply of approximately 50 tons or as decided by the Engineer-in-charge. The cement godown of the capacity to store a minimum of

200 bags of cement shall be constructed by the contractor at site of work for which no extra payment shall be made. In case of big projects with mass consumption of cement, the same can be brought in Silos.

c) Samples of cement arranged by the contractor shall be taken by the Engineer-in-charge and got tested in accordance with provisions of relevant BIS codes. In case the test results indicate that the cement arranged by the contractor does not confirm to the relevant BIS codes, the same shall stand rejected, and it shall be removed from the site by the contractor at his own cost within a week's time of written order from the Engineer-in-charge to do so. The cement shall be used on the work only after satisfactory test results have been received. The contractor shall supply free of charge the cement required for testing including its transportation cost to testing laboratories. The cost of tests shall be borne by the contractor.

d) Double lock provision shall be made to the door of the cement godown. The keys of one lock shall remain with the Engineer-in-charge or his authorized representative and the keys of the other lock shall remain with the contractor. The contractor shall be responsible for the watch and ward and safety of the cement godown. The contractor shall facilitate the inspection of the cement godown by the Engineer-in-charge at any time.

e) The actual issue and consumption of cement on work shall be regulated and proper accounts maintained as provided in the contract. The theoretical consumption of cement shall be worked out as per procedure prescribed in the contract and shall be governed by the conditions laid therein. In case the cement consumption is less than theoretical consumption including permissible variation, recovery at the rate so prescribed shall be made. In case of excess consumption, no adjustment need be made.

f) The damaged cement shall be removed from the site immediately by the contractor on receipt of a notice in writing from the Engineer-in-charge. If he does not do so within 3 days of receipt of such notice, the Engineer-in-charge shall get it removed at the cost of contractor. g) The cement procured by the contractor should not have aged more than 6 weeks.

h) Each Consignment shall be stored separately so that it can be readily identified and inspected. The arrangement of cement shall be such as to ensure the utilization of cement in the order of its arrival at the stores.

i) Cement brought to site and cement remaining unused shall not be removed from site without the permission of Engineer-in-charge.

128) **Materials arranged by the Contractor:**

The contractor shall submit original bills for the cement, steel, asphalt etc. along with the final bill.

129) The time of work shall be fixed by the engineer in charge. Looking to the necessity of work, all the labours including supervisory staff remains present as directed by E-I-C. No argument shall be entertained in this matter.

130) The contractor shall be registered under The Building and Other Construction Workers (Regulation of Employment and Conditions of Service) Act, 1996.

131) The payment of the worker deployed by the Contractor should be paid through their respective bank account only. The contractor has to submit the bills alongwith the documentary proof for payments made to the labourers through the bank.

132) The contractor has to keep four minimum manpower during all the working days for attending the complaints immediately. However, no separate payment of following manpower shall be made, the same will be paid against the work executed as per tender items. If the contractor fails to supply the minimum no. of manpower, then penalty of Rs. 714 per person per day will be recovered from running bill.

133) The payment from 2<sup>nd</sup> bill to pre-final bill, shall be released, subject to the condition that the documentary evidence (copy of paid Challan in govt. Treasury) of the Welfare Cess @1% of work done or as amended by Statutory Authority from time to time, paid concerned authority is submitted for the previous bill."

134) The contractor shall carry out work as per specification and time line failing which notices will be issue after three notices, if performance not found satisfactory, the contractor will be debarred for participating in new tenders of DPA for period of two years.

- 135) The rate quoted by contractor not below the CLC rate as latest circular, during the evaluation of tender, if rate quoted by contractor found un-realistic / below the CLC rate, hence, the tender shall be considered non-responsive and the contractor will be blacklisted for 2 years.

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

**Contractor**

### **LIST OF APPROVED MAKE**

<b>Sr. No</b>	<b>Description</b>	<b>Approved Brand</b>
<b>1</b>	Paint, Primer,	Asian, ICI, Nerolac, burger, tractor
<b>2</b>	Putty	Birla, Asian
<b>3</b>	Polish	MRF, Asian, ICI
<b>4</b>	Hardware	Kitch, Durex, EPPW, Ebco, Palladium, Dorma
<b>5</b>	Adhesive	Fevicol, Kitcol, Araldite, BAL
<b>6</b>	Anchor fastner / bolts	Fischer Hilti
<b>7</b>	Floor spring	Hemco, Hyper, Sterling, Godrej, OZONE, Doorset, Dorma
<b>8</b>	Door closer	Efficient Gadget, Godrej,
<b>9</b>	Aluminium sections	Jindal, Indal, Hindlco
<b>10</b>	Aluminium Finish	25 micron colour anodized – contractor should provide the micron thickness measuring equipment at site throughout the work progress for checking the anodizing thickness, visibly should look uniform as per standards.
<b>11</b>	All Aluminium anodised fittings	EP & PW or equivalent
<b>12</b>	SANITARY WARES	Hindustan, Parryware, Hindware, Jaguar Cera, Safari or equivalent make.
<b>13</b>	CP FIXTURES AND ACCESSORIES	1) JAQUAR 2) HANS GROHE 3) GROHE 4) PARRYWARE – ROCA 5) AMERIC AN STANDARD 6) KOHLER 7) ESCO
<b>14</b>	GI PIPES	1) TATA 2) JINDAL
<b>15</b>	APVC PIPES & FITTINGS	1) FINOLEX 2) SUPREME 3) PRINCE 4) ASTRAL 5) ASHIRWAD
<b>16</b>	STONEWARE PIPES AND FITTINGS	1) APPROVED MAKE ISI
<b>17</b>	SS SINK	1) AMC 2) KRISHNA 3) NIRALI 4) FRANKE 5) JAYNA
<b>18</b>	CEMENT	OPC/PPC Ambuja, Ultratech, Birla Plus, Sanghi,
<b>19</b>	White Cement	Birla, JK
<b>20</b>	TMT – Fe-550D/ 500D Ribbed bars	TATA, SAIL, NATIOAN,

		JIDAL,RINL,VIZAG
<b>21</b>	Structural Rolled Steel sections – beams, channels, tee, flats, angles, bars, (round, square, hexagonal)	SAIL, RINL, JINDAL, ESSAR
<b>22</b>	Structural steel hollow section(Square &	SAIL, TATA Tiscon, National,Jindal,Asian or equivalent
<b>23</b>	Vitrified/ Ceramic/Glazed Tiles	Kajaria,somani,varmora, nitco,simpolo,asian or equivalent
<b>24</b>	UPVC/CPVC pipe	Astral,finolex,prince,ashirvad , supreme dutronor equivalent make.
<b>25</b>	Buccer fly /Sluice valve/NRV	GM / Uday / Parthiv / Zoloto/leader Castle/L&T/ Audco
<b>26</b>	C.P. Fittings Mixer / Pillar taps/ C.P brass angle valve/ Valves Washers, C.P. brass accessories	Parko / Jaquar/ Parry ware / Hindware / Cera
<b>27</b>	Anti-termite treatment	WHO approved chemical as approved by Engineer-in-Charge.
<b>28</b>	C.P. Waste, Spreaders, Urinal	Parko / Jaquar/ Parry ware / Hindware / Cera
<b>29</b>	Clear Glass / Clear Float Glass / Toughened Glass	Modi/ Saint Gobain (SG)/ Asahi India Safety /Glass Ltd/ Modiguard
<b>30</b>	Door Locks	Godrej/ Harrison/ Link
<b>31</b>	Water Proofing treatment	To be approved by the Engineer-in-Charge
<b>32</b>	Paver blocks/ Tiles (All Types)	To be approved by the Engineer-in-Charge
<b>33</b>	Polyethylene Storage Tank	Sintex/ Polycon/ Fusion
<b>34</b>	Kota stone	To be approved by the Engineer-in-Charge
<b>35</b>	Vitreous China/ Sanitary ware/ WC Pan/ European WC/ Urinal/ Wash basin PVC Waste Pipe/ Waste coupling/ Towel Rail	Hindware/ Parryware/ Jaquar/ Cera/safari
<b>36</b>	GYPSUM Board	India Gypsum ,Saint Gobain ,USG , Lafarge or equivalent make.
<b>37</b>	Ply wood	A grade Centerply, Duro,Archid,Austin

**Note: -All the materials/makes listed above and other than as specified above shall be ordered and used after obtaining prior approval from the Engineer-in-charge.**

## **SECTION 6**

### **FORMS OF SECURITIES AND OTHER FORMATS**

#### **FORMS OF SECURITIES AND OTHER FORMATS**

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

**BANK GUARANTEE**  
**SPECIMEN BANK GUARANTEE SECURITY DEPOSIT**

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

[The bank, as requested by the successful Tenderer, shall fill in this form in accordance with the instruction indicated]  
In consideration of the Board of Deendayal Port Authority [insert name of port] incorporated by the Major Port Authorities, 2021 (hereinafter called "The Board" which expression shall unless excluded by or repugnant to the context or meaning thereof be deemed to include the Board of Deendayal Port Authority [insert name of port], its successors and assigns) having agreed to release advance payment to \_\_\_\_\_ (hereinafter called the "contractor")

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

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

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

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

3. We, \_\_\_\_\_, undertake to pay to the  
(Name of Bank and Branch)

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

4. We, \_\_\_\_\_ further agree with the Board that the  
(Name of 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

**DISPUTES REVIEW BOARD AGREEMENT**  
(To be executed on Rs. 300/- non-judicial Stamp Paper)

THIS AGREEMENT, made and entered into this .....Day of .....20 ..... Between ..... (“the Employer/ Board”) and ..... (“the contractor”), and the Disputes Review Board (“the DRBoard”) consisting of one/three DRBoard Members, (Members from either party, i.e. contractor and Employer/Board)

(1).....

(2).....

(3).....

[Note: Delete whatever is not applicable]

WITNESSETH, that

WHEREAS, the Employer/Board and the contractor have contracted for the execution of ..... Project name).....(the “contract”) and WHEREAS, the contract provides for the establishment and operation of the DRBoard NOW THEREFORE, the parties hereto agree as follows:

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

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

The DRBoard Members:

- (a) Shall have no financial interest in any party to the contract or the Nodal Officer or his nominee, or a financial interest in the contract, except for payment for services on the DRBoard.
- (b) Shall have had no previous employment by, or financial ties to, any party to the contract, or the Nodal Officer or his nominee, expect for fee based consulting services on other projects, all of which must be disclosed prior to appointment to the DRBoard.
- (c) Shall have disclosed in writing to the parties prior to signature of this Agreement any all recent or close professional or personal relationships with any director, officer, or employee of any party to the Nodal Officer or his nominee, and any and all prior involvement in the project to which the contract relates;
- (d) Shall not, while a DRBoard Member be employed whether as a consultant or otherwise by either arty to the contract, or the Nodal Officer or his nominee, expect as a DRBoard Member.

- (e) Shall not, while a DRBoard Member, engage in discussion or make any agreement with any party to the contract, or with the Nodal Officer or his nominee, regarding employment whether as a consultant or otherwise either after the contract is completed or after services as a DRBoard Members.
  - (f) Shall be and remain impartial and independent of the parties and shall disclose in writing to the Employer/Board, the contractor, the Nodal Officer or his nominee, and one another any fact or circumstances which might be such to cause either the Port or the contractor to question the continued existing of the impartiality and independence required of DRBoard Members.
3. Except for its participation in the DRBoard activities as provided in the contract and in this Agreement none of the Employer / Board, the contractor, the Nodal Officer or his nominee, and one another any fact or circumstances which might be such to cause either the Employer/Board or the contractor to question the continued existence of the impartiality and independence required of DRBoard Members.
  4. The contractor shall:
    - a) Furnish to each DRBoard Member one copy of all document which the DRBoard may request including contract document, progress report, variation orders, and other document, pertinent to the performance of the contract.
    - b) In co-operation with the Employer/Board, co-ordinate the site visits of the DRBoard, including conference facilities and secretarial and copying services.
  5. The DRBoard shall serve throughout the operation of the contract. It shall begin operation following execution of this Agreement, and shall terminate its activities after issuance of the taking over certificate and the DRBoard's issuance of its Recommendation on all disputes referred to it.
  6. DRBoard Member, shall not assign or subcontract any of their work under this Agreement.
  7. The DRBoard Members are independent and not employees or agents of either the Employer/Board or the Contractor.
  8. The DRBoard Members are absolved of any personal or professional liability arising from the activities and the Recommendations of the DRBoard.
  9. Fees and expenses of the DRBard Member[s] shall be agreed to and shared equally by the Employer/Board and the Contractor. If the DRBoard requires special services, such as accounting, data research and the like, both the parties must agree and cost shall be shared by them as mutual agree.
  10. DR Board's site visit:
    - a. The DR Board shall visit the site and meet with representative of the Employer/Both and the contractor and the nodal officer are his nominee at regular intervals, at times of critical construction events, and at the return request of either party. The timing of site filing agreement shall be fixed by the DRBoard

- b. Site meeting shall consist of an informal discussion of the status construction of the works followed by an inspection of the work, both attended by personal from the employer/Board, the contractor and the nodal officer or his nominee
- c. If request by either parties or the DR Board, the employer/Board will prepare minutes of the meeting and circulate them for comments of the parties and the nodal officer or his nominee.

11. Procedure for disputes referred to the DRBoard:

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

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

**12. Conduct of Hearing:**

- a) Normally hearing will be conducted at the sites, but any location that would be more convenient and still provide all required facilities and access to necessary documentation may be utilized by the DRBoard. Private sessions of the DRBoard may be held at any location convenient to the DRBoard.
- b) The Employer/ Board, the Nodal Officer or his nominee and contractor shall have representatives at all hearing.
- c) During the hearing, no DRBoard Member shall express any opinion concerning the merit of any facet of the case.

d) After the hearings are concluded, the DRBoard shall meet privately to formulate its Recommendation. All DRBoard deliberation shall be conducted in private, with all individual views kept strictly confidential. The DRBoard's Recommendations, together with an explanation of its reasoning shall be submitted in writing to both parties and the Nodal Officer or his nominee. The pertinent contract provision, applicable laws and regulations, and the facts and circumstances involved in the dispute.

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

[Notes: Delete if it is one member DRBoard]

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

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

**SPECIMEN FORMAT FOR DECLARATION**  
*(To be executed on bidder's letter head)*

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

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

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

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

Date:

Place:

Name of the Applicant: \_\_\_\_\_

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

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

(To be executed on Bank's Letter Head)

Date:

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

Dear Sir,

Sub: Our Bank Guarantee No. \_\_\_\_\_ dated \_\_\_\_\_

for Rs. \_\_\_\_\_ favouring yourselves  
issued on a/c of M/s. \_\_\_\_\_  
(Name of contractor).....

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

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

Name of signature of Bank Officer

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

To  
The (PORT Address)

Dear Sir,

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

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

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

*[specimen signature]*

Yours faithfully,

Signature:

Name & Designation:

For & on behalf of:



### **SPECIMEN BANK GUARANTEE FOR STAGE PAYMENT**

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

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

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

\_\_\_\_\_ (hereinafter referred to as "the Bank") at the request of the contractors do hereby undertake to pay to the Board an amount not exceeding Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_) only against any loss or damage caused to or suffered by the Board by reason of any breach by the contractors of any of the terms and conditions of the said contract. 2. We, \_\_\_\_\_, 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 [insert city] 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)

## **PRE-CONTRACT INTEGRITY PACT IN DEENDAYAL PORT AUTHORITY**

The Central Vigilance Commission (CVC) has been promoting integrity, transparency, equity and competitiveness in transactions by various organizations of the Government of India. Public procurement is an area of concern for the CVC, and many steps have been taken to put proper systems in place. In this context, Integrity Pact (IP), a tool conceptualized and promoted by Transparency International, an international NGO, aimed at preventing corruption in public contracting, has been found useful. It has been decided by Ministry of Shipping that all organizations under the Ministry will implement IP. IP should cover every tender / procurement above a specified threshold value. The threshold value of contracts / procurements / transactions incorporating IP would be such that it covers 90% by value of all contracts / procurements / transactions of the organization in the last 3 years. Presently the threshold is fixed as Rs. 3.00 crore. IP essentially envisages an agreement between prospective vendors / bidders, and DEENDAYAL PORT AUTHORITY, committing the persons / officials of both sides not to resort to any corrupt practice in any aspect of the contract at any stage. Only those vendors / bidders, who commit themselves to IP with DPA, would be considered competent to participate in the bid process. Any violation would entail disqualification of the bidders and exclusion from future business dealings. IP, in respect of a particular contract should cover all phases of the contract, from the stage of Notice Inviting Tender (NIT) / pre-bid stage, till the conclusion of the contract, i.e. final payment or the warranty / guarantee period. IP would be implemented through Independent External Monitor (IEM), who are eminent persons appointed by the organization, with approval of CVC. The term of appointment for an IEM would be 3 years. Name of the IEM will be mentioned in NIT. The IEM would review independently and objectively assess, as to whether and to what extent parties have complied with their obligations under the IP. IEM would have access to all contract documents, whenever required. The bidders may raise disputes / complaints if any, with the IEM. The IEM would examine complaints received by them and give their recommendations / views to the Chairman of Port Authority. Recommendations of IEM would be in the nature of advice and would not be legally binding. Their role is independent in nature and the advice once tendered would not be subject to review at the request of the organization. Shri S.K.Sarkar, IAS (Retd.) and Shri Saurabh Chandra, IAS (Retd.) has been appointed IEM by DPT. Draft condition to be incorporated in the Draft Tender Papers (1) Then bidder has to execute Integrity Pact agreement with DEENDAYAL PORT AUTHORITY (As per Appendix) 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.) B-104, Nayantara Aptt., Plot No.08-B, Sec-07, Dwarka, New Delhi – 110 075 Mobile No. 98111 49324 Email :- sksarkar1979@gmail.com	(2) Shri Saurabh Chandra, IAS (Retd.) A-9, Sector-30, Noida (UP) 201301 Mobile No. 9871322133 Email: saurabh7678@yahoo.co.in
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Scanned copy of Pre-Contract Integrity Pact Agreement (As per Appendix) is to be up-loaded along with the Preliminary 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.

## **PRE-CONTRACT INTEGRITY PACT AGREEMENT**

**Between**

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

**and**

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

### **Preamble**

The Principal intends to award, under laid down organizational procedures, contract(s) / concession(s) for Tender No. .... The Principal values full compliance with all relevant laws of the land rules, regulations, economic use of resources and of fairness / transparency in its relations with its Bidder(s) and / or Contractor(s). In order to achieve these goals, the Principal will appoint Independent External Monitors (IEMs), who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

### **Section 1 - Commitments of the Principal**

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

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

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

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

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

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

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

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

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

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

contained or transmitted electronically.

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

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

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

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

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

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

### **Section 4 - Compensation for Damages**

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

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

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

### **Section 5 - Previous transgression**

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

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

### **Section 6 - Equal treatment of all Bidders / Contractors**

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

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

### **Section 7 - Criminal charges against violating Bidders / Contractors**

If the principal obtains knowledge of conduct of a Bidder or Contractor or of an employee, or a representative,

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

#### **Section 8 - External Independent Monitor**

- (1) The Principal appoints competent and credible Independent External Monitor for this Pact after approval by Central Vigilance Commission. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
- (2) The Monitor is not subject to instructions by the representative of the parties and performs his / her functions neutrally and independently. The Monitor would have access to all Contact documents, whenever required. It will be obligatory for him / her to treat the information and documents of the Bidders / Contractors as confidential. He / she reports to the Chairperson of the Board of the Principal.
- (3) The Bidder(s) / Contractor(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Contractor. The Bidder / Contractor will also grant the Monitor, upon his / her request and demonstration of a valid interest, unrestricted and unconditional access to the project documentation. The Monitor is under contractual obligation, to treat the information and documents of the Bidder / Contractor with confidentiality.
- (4) The Monitor is under contractual obligation to treat the information and documents of the Bidder(s) / Contractor(s) with confidentiality. The Monitor has also signed declaration on "Non-Disclosure of Confidential Information" and of "Absence of Conflict of Interest". In case of any conflict of interest arising at a later date, the IEM shall inform Chairman, DPA and recues himself / herself from that case
- (5) The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Bidder / Contactor. The parties offer to the Monitor the option to participate in such meetings.
- (6) As soon as the Monitor notices, or believes to notice, a violation of this agreement, he / she will so inform the Management of the Principal and request the management to discontinue, or take corrective action. The Monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.
- (7) The Monitor will submit a written report to the Chairperson of the Board of the Principal, within 8 to 10 weeks from the date of reference or intimation to him by the Principal and, should the occasion arise, submit proposals for correcting problematic situations.
- (8) If the Monitor has reported to the Chairperson of the Board of the Principal, a substantiated suspicion of an offence under relevant IPC / PC Act and the Chairperson of the Board of the Principal has not, within reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner, Government of India.
- (9) The word "**Monitor**" would include both singular and plural.

#### **Section 9 - Pact Duration**

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

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

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

#### **Section 10 - Other Provisions**

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



\_\_\_\_\_  
(For & on behalf of the Principal)

(Office Seal)

Place : Gandhidham  
Date : \_\_\_\_/\_\_\_\_/20\_\_\_\_

Witness-1:  
(Name & Address)\_

-----  
-----  
-----

Witness-2 :  
(Name & Address)

-----  
-----  
-----

\_\_\_\_\_  
(For & on behalf of the

Bidder/Contractor)

(Office Seal)



**FORMAT OF BID SECURITY DECLARATION FROM BIDDERS**  
(On Bidders Letter head)

Bid Security Declaration Form

Date: \_\_\_\_\_ Tender No. \_\_\_\_\_

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

I/We. The undersigned, declare that:

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

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

a) have withdrawn/modified/amended, impairs or derogates from the tender, my/our Bid during the period of bid validity specified in the form of Bid; or

b) having been notified of the acceptance of our Bid by the purchaser during the period of bid validity (i) fail or reuse to execute the contract, if required, or (ii) fail or refuse to furnish the Performance Security, in accordance with the Instructions to Bidders.

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

Signed: (insert signature of person whose name and capacity are shown)  
in the capacity of (insert legal capacity of person signing the Bid Securing Declaration)

Name: (insert complete name of person signing the Bid Securing Declaration)  
Duly authorized to sign the bid for an on behalf of (insert complete name of Bidder)  
Dated on \_\_\_\_\_ day of \_\_\_\_\_ (insert date of signing)  
Corporate Seal (where appropriate)



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

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

DECLARATION BY THE PARTY:-

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

Signature of the Party  
With the seal

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

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

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

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

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

**SECTION 7**

**BILL OF QUANTITIES**