



# दीनदयाल पत्तन प्राधिकरण DEENDAYAL PORT AUTHORITY



Off-Shore Oil Terminal Department

Tender Notice No.

**OOT/Civil/326/sanitation/2024**

**“Maintenance of Sanitation at Jetty, Vadinar ( for 02 years)”**

## **PORT OFFICE**

Executive Engineer [Civil],  
Administration Office Building,  
Off-Shore Oil Terminal Department,  
Deendayal Port Authority, Vadinar,  
Gujarat – 361 010  
Phone: +91 9742501353  
Email: eecivil.oot@deendayalport.gov.in  
daworks.oot@deendayalport.gov.in

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<b>1. Section – 1: Tender Notice</b>
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**1.1 TENDER NOTICE NO. [OOT/Civil/326/sanitation/2024](#)**

Civil Division, DPA, Vadinar invites tender through Online E-tendering system for the work of “***Maintenance of Sanitation at Jetty, Vadinar (for 02 years)***”.

Earnest Money Deposit	Rs. 35,900/-
Last date and time of downloading	27/09/2024 upto 14:00 hours
Last date and time of submission of e-tender only on website: <a href="https://tender.nprocure.com">https://tender.nprocure.com</a>	27/09/2024 upto 15:00 hours
Date and time of opening of e-tender	27/09/2024 upto 15:30 hours
Tender shall be downloaded from website: <a href="https://tender.nprocure.com">https://tender.nprocure.com</a> ; <a href="http://www.deendayalport.gov.in">www.deendayalport.gov.in</a> and <a href="http://www.eprocure.gov.in">www.eprocure.gov.in</a>	
Corrigendum, if any, will be placed on website <a href="https://tender.nprocure.com">https://tender.nprocure.com</a> only.	

## 1.2 Notice Inviting Online Tender

Department Name	Off-Shore Oil Terminal Department
Division	Civil Division
Tender Notice No.	OOT/Civil/326/sanitation/2024
Name of work	Maintenance of Sanitation at Jetty, vadinar ( for 02 years)
Period of Contract	02 years
Bidding Type	Open
Bid Call (Nos.)	One
Tender Currency Type	Single Currency
Tender Currency Settings	Indian Rupee (INR)
Joint Venture	Not Applicable
Rebate	Not Applicable
Estimated Cost	Rs. 35,90,001/-
Bid Document Fee	Rs.590/- including GST at 18% payable to Deendayal port Authority, Vadinar
Bid Document Fee Payable To:	Tender Fee to be submitted by Digital transfer only in favour of Deendayal port Authority, Vadinar. <u>Details are as under:</u> Account no.: - 325310100002572 IFSC Code: - BKID0003253 Bank of India, Vadinar Branch
Bid Security/ EMD (INR) :	Rs. 35,900/- payable to Deendayal port Authority, Vadinar (Only Digital mode of payment will be considered). Details are as under: Account no.: - 325310100002572 IFSC Code: - BKID0003253 Bank of India, Vadinar Branch
Evidence of payment of tender fee and EMD	In case of payment of tender fee and EMD, the bidder is required to submit verifiable evidence of digital payment made towards EMD and tender fee. The evidence should include information such as Transaction ID/ Reference ID, Payment date, Recipient's information, Payment amount, etc.
Bid Document Downloading Start Date	06/09/2024
Bid Document Downloading End Date and Time	27/09/2024 upto 14:00 hours
Date & time of Pre-Bid Meeting	Not Applicable



Place of Pre-Bid Meeting	Not Applicable
Last Date & Time for Online submission of Bids	27/09/2024 upto 15:00 hours <a href="http://www.nprocure.com">www.nprocure.com</a>
Bid Validity Period	120 Days
Condition	"Tender fee & EMD payment shall be made via online/digital mode of payment only at Bank of India, Vadinar Branch, Account no. 325310100002572, IFSC code BKID0003253. The proof for transfer of funds (copies/receipt) to be submitted while uploading the bid during preliminary bid stage. If not, the bid will not be considered for evaluation"
Remarks	Submission of EMD, Tender Fee and other required Documents during office hours within 7 days from the date of opening of tender by R.P.A.D /Speed post or in person (in Original) to the office of the Executive Engineer (Civil), A.O.Building, Vadinar,Gujarat 361010.
Preliminary Bid Opening Date and Time	27/09/2024 upto 15:00 hours
Technical Bid Opening Date and Time	27/09/2024 upto 16:00 hours
Commercial Bid (price bid) Opening Date	Will be intimated to the technically qualified bidders after scrutiny & evaluation of Technical Bid.
Documents required to be submitted by scanning through online.	a. Tender fee & Bid Security Declaration Form 14 b. Documents required under Section – 2.4.2.
Officer Inviting Bids	Chief Operations Manager
Bid Opening Authority	
Address	A.O Building, Off-Shore Oil Terminal Department, Vadinar – 361010, Gujarat
Contact /Email	Phone: + 91 9742501353 Email: eecivil.oot@deendayalport.gov.in daworks.oot@deendayalport.gov.in kptootcivilame@gmail.com
Eligibility Criteria	The Tenderers shall fulfil the following Pre – Qualification Criteria:  1. Financial Standing: Average Annual financial turnover during the last 3 years, ending 31 <sup>st</sup> March of the previous financial year, should

	<p>be at least <b>Rs.10.77 Lakhs</b> as certified by the Chartered Accountant.(Financial turnover document to be CA Certified with CA's stamp, signature and UDIN no./ membership no. along with profit &amp; loss statement for verification of turnover failing which the bid will be treated as non-responsive)</p> <p>2. Experience: Experience of having successfully completed similar works during last 7 years ending last day of month previous to the one in which applications are invited should be either of the following:</p> <p>a. Three similar completed works each costing not less than the amount equal to <b>Rs.14.36 Lakhs OR</b></p> <p>b. Two similar completed works each costing not less than the amount equal to <b>Rs.17.95 Lakhs OR</b></p> <p>c. One similar completed work costing not less than the amount equal to <b>Rs.28.72 Lakhs.</b></p> <p>3. "Similar work" means "Sanitation and cleaning works of offices/guesthouse/and surrounding area of Offices/land scape area./General household maintenance activities like grooming of the floor, dusting, cleaning of office building/ Construction and maintenance of buildings work".</p> <p>4. In case of Micro and Small Enterprise (MSMEs) holding valid certificate issued by any agencies/ organization under the Ministry of Micro, Small and Medium Enterprise indicating the list of activity related to the subject tender ONLY shall become eligible for exemption from payment of tender fee/ EMD. Such bidder shall upload in Preliminary proposal a scanned copy of valid certificate, as well as duly filled in and signed 'Bid Securing Declaration' as per format provided in the tender document (Form - 14), failing which the bid shall be considered non- responsive. Such bidders shall upload the scanned copy of valid certificate in Preliminary bid. List of activity related to the subject tender as per National Industrial Classification-2008 for exemption</p>
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		of tender fee and EMD are listed below”				
<b>Note:-</b> The MSMEs Certificate with the following Codes will be accepted - (National Industrial Classification – 2008)						
No		Section	Division	Group	Class	Sub Class
I	Level	N	81	812	8121	81210
	Description	Administrative and support service activities	Services to buildings and landscape activities	Cleaning activities	General Cleaning of buildings	General Cleaning of buildings
II	Level	F	41	410	4100	41002
	Description	CONSTRUCTION	Construction of buildings	Construction of buildings	Construction of buildings	Activities relating to alteration, addition, repair, maintenance
III	Level	S	96		9609	96908
	Description	OTHER SERVICE ACTIVITIES	Other personal service activities		Other personal service activities n.e.c.	General household maintenance activities like grooming of the floor, dusting, cleaning of utensils etc.
		5. 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.				
		7. The bidder is required to submit the declaration that they have not been banned or de-listed by any government/Semi governmentAgency or PSU’s				
		8. <b>(Not applicable)</b> Integrity Pact document duly scanned, stamped, signed, dated along with two witness signature need to be submitted during preliminary bid stage without which the bid will be considered non-responsive.				

**NOTE:**

In case, bidders need any clarifications or if training is required to participate in online Tenders, they can contact (n) Procure Support team at following address: (n) code Solutions-A division of GNFC Ltd., (n)Procure Cell 403, GNFC Info tower, S.G. Road, Bodakdev, Ahmedabad – 380054

(Gujarat).

**Contact Details:**

**Airtel:** +91 – 79 – 40007501, 40007512, 40007516, 40007517, 40007525

**BSNL:** +91 – 79 – 26854511, 26854512, 26854513 [EXT:  
01,512,516,517,525]

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

**E-mail:** <https://www.eprocure.gov.in> or <https://tender.nprocure.com>

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

## SECTION – 2: INSTRUCTION TO BIDDERS

### 2.1. Scope of Bid:

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

### 2.2. Source of Funds:

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

### 2.3. Eligible Bidders:

231. Only eligible bidders fulfilling the eligibility criteria as defined in Clause No. 2.4.
232. The invitation for Bids is open to all eligible bidders meeting the eligibility criteria as defined in clause regarding Eligibility Criteria.
233. Government-owned enterprises may participate if they are legally and financially autonomous, operate under commercial law and are not a dependent agency of the employer subject to fulfilment of Minimum Qualifying criteria.
234. Bidders shall not be under a declaration of ineligibility for corrupt and fraudulent practices issued by the employer.

### 2.4. Eligibility Criteria

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

FINANCIAL		
Sr. No.	Particulars	Supporting Documents
1.	Average annual financial turnover during the last three years ending 31 <sup>st</sup> March of the previous financial year should be <b>Rs.10.77 lakhs.</b>	1. The average annual financial turnover should be certified by Chartered Accountant. .(Financial turnover document to be CA Certified with CA's stamp, signature and UDIN

		no./ membership no. along with profit & loss statement for verification of turnover failing which the bid will be treated as non-responsive)
<b>TECHNICAL</b>		
2	Experience of having successfully completed similar works during last 07 years ending last day of month of previous to the one in which applications are invited should be either of the following: (i) Three similar completed works each costing not less than the amount equal to <b>Rs.14.36 lakhs.</b> (ii) Two similar completed works each costing not less than the amount equal to <b>Rs.17.95 lakhs.</b> (iii) One similar completed works costing not less than the amount equal to <b>Rs.28.72 lakhs.</b>	(a) A copy of the completion certificate in respect of the successfully completed similar work. The completion certificate should invariably mention the reference number, work order, the date of completion of work and amount of work done. (b) A copy of work order should also be submitted for which the bidder is submitted the completion certificate.
3	Definition of Similar work	"Similar work" means "Sanitation and cleaning works of offices/guesthouse/and surrounding area of Offices/land scape area./General household maintenance activities like grooming of the floor, dusting, cleaning of office building/ Construction and maintenance of buildings work"

- a) 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 Officer or his nominee – in – charge.
- b) Even though the bidders meet 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 or poor performance such as abandoning the works, not properly completing the contract, inordinate delays in completion, litigation history, or financial failures etc., and/or.

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

242.1 **Tender Fee Receipt:** Tender Fee by digital transfer only as specified in the NIT.

**Earnest Money Deposit Receipt:** EMD as specified in the NIT. Scanned copies of payment of tender fees by Digital transfer/demand draft and EMD shall be submitted while uploading the bid. Technical Bid of only those firms shall be opened whose tender fee and EMS received electronically.

In case of Micro and Small Enterprise (MSMEs) holding valid certificate issued by any agencies/ organization under the Ministry of Micro, Small and Medium Enterprise indicating the list of activity related to the subject tender ONLY shall become eligible for exemption from payment of tender fee/ EMD. Such bidder shall upload in Preliminary proposal a scanned copy of valid certificate, as well as duly filled in and signed 'Bid Securing Declaration' as per format provided in the tender document (Form -20), failing which the bid shall be considered non- responsive. Such bidders shall upload the scanned copy of valid certificate in Preliminary bid. List of activity related to the subject tender as per National Industrial Classification-2008 for exemption of tender fee and EMD are listed below”

**Note:-** The MSMEs Certificate with the following Codes will be accepted - (National Industrial Classification – 2008)

No		Section	Division	Group	Class	Sub Class
I	Level	N	81	812	8121	81210
	Description	Administrative and support service activities	Services to buildings and landscape activities	Cleaning activities	General Cleaning of buildings	General Cleaning of buildings
II	Level	F	41	410	4100	41002
	Description	CONSTRUCTION	Construction of buildings	Construction of buildings	Construction of buildings	Activities relating to alteration, addition, repair, maintenance
III	Level	S	96		9609	96908
	Description	OTHER SERVICE ACTIVITIES	Other personal service activities		Other personal service activities	General household maintenance activities like

					n.e.c.	grooming of the floor, dusting, cleaning of utensils etc.
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2422. **Average Annual Financial Turnover:** Average annual financial turnover duly attested by Chartered Accountant. (Financial turnover document to be CA Certified with CA's stamp, signature and UDIN no./ membership no. along with profit & loss statement for verification of turnover failing which the bid will be treated as non-responsive)
2423. **Solvency Certificate:** Not Applicable.
2424. **Work Order:** Work Order at par with the monetary limit and specification as mentioned under clause no. 2.4.1 above.
2425. **Completion Certificate:** Completion certificate for similar work order as mentioned under clause no. 2.4.1 above.
2426. **TDS Certificate:** TDS [Tax Deducted at Source] Certificate towards Tax deducted against similar work as mentioned under clause no. 2.4.1. The particular row in the TDS certificate (Form 16A or Form 26AS), which indicates the credits of the payment received from client, should be highlighted. Along with TDS certificate a declaration on the letter head of a Chartered Accountant should be submitted giving details such as the name of bidder, the name of the client for which the bidder has carried out the work, name of work, work order no. and date, gross amount of the payment, net amount received from the client and TDS amount. The statement should be certified and signed by the Chartered Accountant.
2427. **PAN Card:** Scanned copy of PAN Card.
2428. **GST Registration:** Scanned copy of GST Registration.
2429. **PF Certificate:** Scanned copy of PF Certificate.
24210. **Status of Firm:** Copies of original documents defining the constitution or legal status, place of registration, and principal place of business, written power of attorney of the signatory of the Bid to commit the Bidder.
24211. **Details of Firm:** To be executed on Letter Head of Bidder as per **Form-1**.
24212. **Specimen of Application:** To be executed on Letter Head of Bidder as per **Form-2**.



- 24.2.13. **Details of Finance Stability:** To be executed on Letter Head of Bidder as per **Form-3**.
- 24.2.14. **Format for Declaration:** To be executed on Letter Head of Bidder as per **Form-4** towards “an undertaking that they will comply to the specifications of the work including terms and conditions in total without any deviation” and “A certificate by the bidder that they have not been banned/black-listed by any Government Agency”.
- 24.2.15. **Letter of Authority for submission of Bid:** Power of Attorney [duly accompanied by resolution of Board in case of company] authorizing for submission of bid in non-judicial stamp paper as per **Form-5**.
- 24.2.16. **Financial Standing:** Report of Financial Standing of bidder such as balance sheet, Profit and Loss Statement and auditor’s report for past three years.
- 24.2.17. **Undertaking in support of credentials:** Bidder should give an undertaking on Letter Head of Bidder duly stating that the documents submitted in support of credentials are genuine and DPA is at liberty to take any action against the bidder, if the said documents are found to be non-genuine.
- 24.2.18. **Exception & Deviations:** To be executed on Letter Head of Bidder as per **Form-6**.
- 24.2.19. **Information regarding litigation:** Information regarding any litigation, current or during the last five years, in which the Bidder is involved, the parties concerned, and disputed amount to be executed on Letter Head of Bidder as per **Form-7**.
- 24.2.20. **Similar Completed Works:** A statement showing similar completed works as defined in the Tender Documents during last 07 years as per **Form-8**.
- 24.2.21. **Sub-contracts:** A statement showing proposed sub- contracts and firms involved as per **Form-9 [Not Applicable]**.
- 24.2.22. **Existing/on-going works:** A statement showing existing commitments and on-going works as per **Form-10**.
- 24.2.23. **Bank Details for E-Payment Form:** To be executed on Letter Head of Bidder duly attested by respective Bank of the Bidder as per **Form-11**.
- 24.2.24. **Certificate/Undertaking:** To be executed on Letter Head of Bidder duly sealed by the authorised representative of the Bidder as per **Form-12**.

24225. **Integrity Pact Form: (NOT APPLICABLE)** To be executed on Non judicial stamp paper of value Rs. 300/- duly sealed, signed by the authorized representative of the Bidder as per **Form-13**, for the Tender with estimated cost of Rs.50 lakhs or more.
- 2.5. **One Bid per Bidder:** Each bidder shall submit only one bid. A bidder who submits more than one Bid will be disqualified.
- 2.6. **Joint Venture: [Not Applicable to this work]**
- 2.7. **Site Visit:** The Bidder, at his own responsibility and risk is encouraged to visit and examine the routes and its surroundings and obtain all information that maybe necessary for preparing the Bid and entering into a contract for the works. The costs of visiting the site shall be borne by the Bidder
- 2.8. **Clarification on Bid Documents:** A prospective bidder requiring any clarification of the bidding documents may notify the employer in writing or by electronic form and be confirmed by hard copy at the Employer's address indicated in the invitation to bid. The Employer will respond to any request for clarification which he received earlier than 07 days prior to the deadline for submission of bids. Copies of the Employer's response will be forwarded to all purchasers of the bidding documents, including a description of the enquiry but without identifying its source. The clarifications shall be uploaded on Website of <https://tender.nprocure.com> or <https://www.eprocure.gov.in>
- 2.9. **Pre-Bid Meeting:** As mentioned in the NIT(**Not applicable**).
- 2.10. **Language of Bid:** All documents relating to the bid shall be in the English language.
- 2.11. **Documents comprising the Bid:** The bid submitted by the bidder shall comprise the following:
2111. **Technical Bid:**
21111. Bid Security (EMD) and tender fee as stipulated in the NIT;
21112. Qualification information in accordance to clause no.2.4.
2112. **Financial Bid:** Bill of quantities duly filled and digitally signed by bidder.
- 2.12. **Bid Validity:**
2121. Bids shall remain valid for a period of 120 days from the date of opening of the Technical Bid. A bid valid for a shorter period shall be rejected by the employer as Non-responsive.

- 2122 In exceptional circumstances, prior to expiry of the original time limit, the Employer may request the bidders to extend the period of validity for a specified additional period. The request and the bidders' responses shall be made in writing or by cable. A bidder may refuse the request without forfeiting his bid security.
- 2123 A bidder agreeing to the request will not be permitted to modify his bid.

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

- 2131 Earnest money Deposit (EMD) shall be **Rs.35,900.00** to be submitted in form of digital/online only at **Bank of India, Vadinar Branch, Account no. 325310100002572, IFSC code BKID0003253**. EMD in any other form shall not be accepted. Micro and small Enterprises shall be exempted from submission of EMD as indicated in the NIT conditions.
- 2132 The EMD up to Rs.5 lakhs be payable either by Digital transfer. EMD beyond Rs.5 lakhs be payable in the form of Bank Guarantee for the entire amount from any Nationalized / Scheduled Bank (Except Co-operative Bank) only having branch at Vadinar/Jamnagar. Bank Guarantees submitted as Earnest Money shall be valid for 28 days beyond the validity of the bid. Bank Guarantee shall be verified independently by the Port with the bank before finalization of technical offer. In the event of lack of confirmation of issue of the Bank Guarantee by the Bank, the bid shall stand disqualified.
- 2133 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.
- 2134 EMD is refunded suo-motto without any application from the bidders.
- 2135 The bid security of the successful bidder will be discharged after he has signed the agreement and furnished the required Performance Guarantee of 5%.
- 2136 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 2.24;

Or

c. The successful bidder fails within the specified time limit to

(i). Sign the Agreement or

(ii).Furnish the required performance security.

2.13.7 In case of Micro and Small Enterprise (MSMEs) holding valid certificate issued by any agencies/ organization under the Ministry of Micro, Small and Medium Enterprise indicating the list of activity related to the subject tender ONLY shall become eligible for exemption from payment of tender fee/ EMD. Such bidder shall upload in Preliminary proposal a scanned copy of valid certificate, as well as duly filled in and signed 'Bid Securing Declaration' as per format provided in the tender document (Form - 20), failing which the bid shall be considered non- responsive. Such bidders shall upload the scanned copy of valid certificate in Preliminary bid. List of activity related to the subject tender as per National Industrial Classification-2008 for exemption of tender fee and EMD are listed below”

Note:- The MSMEs Certificate with the following Codes will be accepted - (National Industrial Classification – 2008)

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	Description	CONSTRUCTION	Construction of buildings	Construction of buildings	Construction of buildings	Activities relating to alteration, addition, repair, maintenance
III	Level	S	96		9609	96908
	Description	OTHER SERVICE ACTIVITIES	Other personal service activities		Other personal service	General household maintenance

					activities n.e.c.	activities like grooming of the floor, dusting, cleaning of utensils etc.
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**2.14. Alternative proposal by Bidders:** Conditional offer or Alternative offers will not be considered further in the process of tender evaluation.

**2.15. Format and Signing of Bid:** The Price Bid to be submitted on-line shall be signed digitally by a person or persons duly authorized to sign on behalf the Bidders.

**2.16. Amendment of Bidding Documents:**

2161. Before the deadline for submission of bids, the Employer may modify the bidding documents by using addendums.

2162. Any addendum thus issued shall be part of the bidding documents and shall be communicated in writing or by cable to all the purchasers of the bidding documents. Prospective bidders shall acknowledge the receipt of each addendum by cable to the Employer.

2163. To give prospective bidders reasonable time in which to take an addendum into account in preparing their bid, the Employer shall extend as necessary the deadline for submission of bids, which will be notified.

**2.17. Submission of Bids:**

2171. Bidders who wish to participate in the tender will have to procure/ should have legally valid Digital Certificate, as per Information Technology Act- 2000, using which they can sign their electronic bids. The bidders can procure the Digital Certificate from (n) code solutions a division of GNFC Ltd, who are licensed certifying authority by Government of India. All bids should be digitally signed. For details regarding Digital signature certificate and related matters, the bidder may contact the following address:(n) code Solutions, A Division of GNFC,301 GNFC Info tower, Bodakdev, Ahmadabad, Tel. 91 79 26857316/17/18; Fax: 91 79 26857321, Mobile: 9327084190 / 9898589652, e-mail: <https://www.eprocure.gov.in> or <https://tender.nprocure.com>.

2172. The accompaniments to the tender documents as described in the tender documents shall be scanned and submitted online along with Tender documents. However, original Demand Draft towards Tender Fees, original documents on non-judicial stamp paper [letter of authority for submission of bid and Integrity Pact Form – if applicable] shall have to be forwarded subsequently so as to reach “Executive Engineer [Civil], Off-Shore Oil Terminal Department, AO Building, Jetty Office, Deendayal Port Authority, Vadinar – 361010” within seven (7) days from the date of opening of tender.
2173. The envelopes shall bear (i) Name of work:\_\_\_\_\_; Bid reference No.\_\_\_\_\_; Name, Address, Contact Number and e-mail i.d. of the Bidder:\_\_\_\_\_.
2174. The contractor can upload documents in the form of PDF format.
2175. It is mandatory to upload scanned copies of all the documents as stipulated in the clause no. 2.4.2, failing which the bid shall be rejected and treated as non-responsive.
2176. However, additional documents required, if any for verification of the original documents shall be submitted by the bidder, if required by Port. The same will be called for only through email provided by the bidder in the Form-1, no letters will be sent to bidder in this regard. The bidder shall submit the same through email within 7 days, if no response is received within the stipulated time period, the bid will be treated as non-responsive.
2177. 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.
2178. Contractor must ensure to quote rate of each item. If any cell is left blank and no rate is quoted by the bidder, the rate of such item shall be treated as “0 [zero]”.
- 2.18. Deadline of submission of the Bids:**
2181. Bids must be received by the employer in online system at websites <https://tender.nprocure.com> or [www.eprocure.gov.in](http://www.eprocure.gov.in) not later than the date and time mentioned in NIT.
2182. At the time of submission of the tender document, the Bidder shall give an undertaking that no changes have been made in document. The uploaded version of the Port Tender Document at <https://tender.nprocure.com> or [www.eprocure.gov.in](http://www.eprocure.gov.in) website will

be treated as authentic tender and if any discrepancy is noticed at any stage between the Port's tender document and the one submitted by the Bidder, the conditions mentioned in the Port's uploaded document on <https://tender.nprocure.com> or [www.eprocure.gov.in](http://www.eprocure.gov.in) websites shall prevail.

2183. The employer may extend the deadline for submission of bids by issuing an amendment on DPA website as well as on <https://tender.nprocure.com> or [www.eprocure.gov.in](http://www.eprocure.gov.in) 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.

2184. In case of tender documents being downloaded from the web site, at the time of submission of (the hard copy of) the tender document, the tenderer shall give an undertaking that no changes have been made in the document. If any discrepancy is noticed at any stage between the port's tender document uploaded on <https://tender.nprocure.com> or [www.eprocure.gov.in](http://www.eprocure.gov.in) and the one submitted by the tenderer, the conditions mentioned in the port's tender document uploaded on <https://tender.nprocure.com> or [www.eprocure.gov.in](http://www.eprocure.gov.in) shall prevail. Besides, the tenderer shall be liable for legal action for the lapses.

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

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

2201. Bidders may modify or withdraw their bids before the deadline of submission of bid or extension if any.

2202. No Bid can be modified after the deadline for submission of Bids.

2203. Withdrawal or modification of a Bid between the deadline for submission of bids and the expiration of the original period of bid validity including extension, if any, may result in disqualify the party from bidding for any contract of DPA for a period of three [03] years from the date of notification.

**2.21. Bid Opening:**

2211. On the due date and time, the employer will first open Technical bids of all bids received including modifications.

2212. In the event of the specified date for Bid opening being declared a holiday by the employer, the Bids will be opened at the appointed time on the next working day at the same time.

2213. If any Bid contains any deviation from the Bid documents and/or if the same does not contain Bid security i.e., EMD [Bid Security Declaration Form] and tender fees in the manner prescribed in the Bid documents, then that Bid will be rejected and the Bidder will be informed accordingly.
2214. The bids which are technically qualified, their financial bids will be opened. The date of opening of financial bid will be declared in the <https://tender.nprocure.com>, [www.eprocure.gov.in](http://www.eprocure.gov.in) and [www.deendayalport.gov.in](http://www.deendayalport.gov.in).
2215. The price bid i.e., BOQ will be opened only of those bids qualify technically.

**2.22. Clarification of Bids:**

2221. To assist in the examination and comparison of Bids, the Employer may, at his discretion, ask any Bidder for clarification of his Bid, including breakdown of unit rates. The request for clarification and the response shall be in writing or by cable, but no change in the price or substance of the Bid shall be sought, offered, or permitted.
2222. 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.
2223. Any effort by the Bidder to influence the Employer's bid evaluation, bid comparison or contract award decisions, may result in the rejection of his bid.

**2.23. Examination of Bids and Determination of Responsiveness:**

2231. Prior to detailed evaluation of Bids, the Employer will determine whether each bid:
- 2231.1. has been properly digitally signed,
  - 2231.2. meets the eligibility criteria defined
  - 2231.3. is accompanied by the required tender fee and EMD;
  - 2231.4. is responsive to the requirements of the Bidding documents.
  - 2231.5. GST number to be quoted invariably by the bidder.
2232. A substantially responsive Technical and Financial Bid is one which conforms to all the terms, conditions and specification of the Bidding documents.
2233. If a Technical Bid is not substantially responsive, it will be rejected by the Employer, and may not subsequently be made responsive by



correction or withdrawal of the non-confirming deviation or reservation.

**2.24. Correction of Errors**

2241. 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 unit rate and the line-item total resulting from multiplying the unit rate by the quantity, the unit rate as quoted will govern.

2242. 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 2.13.6 (b).

**2.25. Evaluation and Comparison of Bids:**

2251. The employer will evaluate and compare only the Bids determined to be responsive.

2252. In evaluating the Bids, the employer will determine for each Bid the evaluated Bid price by adjusting discounts, if any.

2253. If in the opinion of the Chief Operations Manager, the rate quoted by successful bidder is abnormally high/low compared to the estimated cost of the work, the employer may ask the bidder to produce detailed price analysis for all items of the bill of quantities.

**2.26. Issue of Letter of Acceptance:**

2261. The employer will award the work to the bidder whose bid has been evaluated to be techno-commercially responsive and the lowest evaluated bid subject to submission of agreement and performance security.

2262. The employer, if so required, reserves the right to split the work and award the work in favour of more than one firm.

**2.27. Employer's Right to reject any or all the Bids:** The employer reserves the right to accept or reject any bid and to cancel the bidding process and reject all bids without assigning any reasons, 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.

**2.28. Notification of Award and Signing of Agreement:**

2281. The Bidder who's Bid has been accepted will be notified for the award by the Employer prior to expiration of the Bid validity period by facsimile/email, confirmed by registered letter. In this letter [hereinafter and in the Conditions of Contract called the "Letter of Acceptance" (LOA) and issued by Chief Operations Manager] the contract amount, completion period of the work etc. will be mentioned in line with the tender conditions.

2282. The notification of award will constitute the formation of the Contract subject to the furnishing of a performance security in accordance with the provisions of tender condition.

2283. The Agreement will be signed by successful Bidder within 14 days of issue of the notification of award [Letter of Acceptance]. The agreement will incorporate all correspondence between the Employer and the successful bidder.

**2.29. Contract Agreement:**

2291. The agreement on stamp paper shall be furnished by the Contractor as per the following guidelines within 21 days from the date of issue of Letter of Acceptance.

2292. The successful bidder will be required to execute an agreement at his expense on one Hundred Rupees [Rs.300/-] Non-Judicial Stamp Paper in the proper departmental format for the due and proper fulfilment of the contract within 21 days from the date of Letter of Acceptance.

2293. Pending preparation and execution of the contract agreement as above, the tender submitted by the Contractor together with Chief Operations Manager's letter/fax/e-mail accepting the tender shall constitute a binding contract between the Board and the Contractor.

2294. The contract period shall be reckoned from the date of issue of work order to commence the work.

2294.1. The original agreement as per the format attached with the tender should be executed on a stamp paper of appropriate value [at present Rs.300/-].

2294.2. The Agreement should be submitted in duplicate and the date of execution is to be kept blank.

2294.3. Each page of the document is to be signed by the Contractor/ his authorized representative by indicating his full name.

22944. If the Contractor is a partnership firm, then a copy of the Partnership Deed and in case it is a Company, a copy of Memorandum and Articles of Association along with Registration Certificate is to be submitted.
22945. If the agreement is signed by a Partner/s Director/an authorized person of the firm, in such case, a certified true copy of the power of attorney/letter of authority given by the firm/company to the signatory of the Contractor firm is to be submitted.
22946. The entire agreement should be in type written form / computer printed form.
22947. Leaving blanks and insertion of some contents of the agreement with hand writing should be avoided.
22948. All corrections/additions made in the agreement are to be initialled.
22949. After execution of agreement, the contractor shall provide 5 sets photo copy of complete agreement to Port at his cost.
- 2.30. Issue of Work Order:** Work order will be issued indicating the Contract value, completion period etc. after submission of Performance Security Deposit and Contract Agreement on Non-Judicial Stamp Paper by the successful bidder as per Tender Conditions.
- 2.31. Performance Security Deposit:**
2311. Security Deposit shall consist of two parts; a) Performance Guarantee to be submitted at award of work, and b) Retention money to be recovered from Running Bills. Security Deposit shall be 10% of Contract price of which 5% of contract price should be submitted as FDR or Bank Guarantee of Nationalized/ scheduled bank (except Co-operative) Banks having its branch at Jamnagar, or Digital transfer within 21 days of receipt of letter of acceptance and balance 5% recovered as Retention Money from Running Bills. Recovery of 5% of Retention Money to commence from the first bill onwards @ 5% of bill value from each bill. Retention Money be refunded within 14 days from the date of payment of final bill. Balance SD to be refunded immediately not later than 14 days from completion of defect liability period. Failure of the Successful Bidder to comply with the requirements as mentioned above shall constitute sufficient grounds for cancellation of the award of work and forfeiture of bid security and/or the bidder can be disqualified

from bidding for any contract with DPA for a period of three years from the date of notification.

The documentary evidence (copy of paid Challan in Govt. Treasury) of Welfare Cess @ 1% of work done or as amended by Statutory Authority from time to time, paid on final bill shall be submitted before releasing the Performance Guarantee.

2312. Failure of the successful bidder to comply with the requirements as mentioned above shall constitute sufficient grounds for cancellation of the award of work and the bidder can be disqualified from bidding for any contract with DPA for a period of three years from the date of notification.

2313. The Bank Guarantee is required to be dispatched by the issuing bank directly to the employer by Registered AD Post.

2314. The Port Authority may at their option forfeit the Performance Guarantee cum Security Deposit if the contractor fails to carry out the work or perform or observe the conditions of contract.

2315. In case of submission of fraudulent documents with regard to Bank Guarantee against Performance Security by the Bidder shall be treated as major violation of the tender procedure and in such cases, blacklisting the firm for the next three years.

2316. The Documentary evidence (copy of paid Challan in Govt. Treasury) of Welfare Cess @ 1 % of work done or as amended by Statutory Authority from time to time, paid on final bill shall be submitted before releasing the Performance Guarantee.

## **2.32. Conciliator**

The Employer proposes that CIDC – SIAC Arbitration Centre be appointed as Conciliator under the contract as provided in sub-clause 4.28 of condition of contract. If the bidder disagrees with this proposal, the bidder should so state in the bid.

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

2331. Defines the following for the purpose of these provisions:

2331.1 “Corrupt practice” means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution; and

- 23312 “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.
- 2332 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.
- 2333 Will declare a Bidder ineligible, either indefinitely for a stated period of time, to be awarded a contract/contracts if he at any time determines that the Bidder has engaged in corrupt or fraudulent practices in competing for or in executing, the contract.
- 2.34. Taxes:** The prices shall be quoted inclusive of all Taxes [excluding GST], duties, salary and wages of staff, repair and maintenance cost, fuel cost, insurance and other incidentals etc. and should remain firm till completion of work. The employer will perform such duties in regard to the deduction of such taxes at sources as per applicable law.
- 2.36. GST:** Applicable GST on the taxable value of supply of Goods or Service or both covered in this tender/contract will be paid by Port as reimbursement on production of documentary evidences/reflection of the same under the GSTIN of DPA in the GST web portal. Applicable statutory recoveries including TDS under Income Tax, TDS under GST will be deducted/recovered while accounting for or making payment to the vendor as per the applicable laws.
- 2.37. Deduction of Income-Tax:** Income-Tax deductions and surcharge as applicable thereon shall be made good while making payments due to the contractor for carrying out the work and only net amount shall be paid as directed by the Central Board of Direct Taxes, Ministry of Finance, Government of India.
- 2.38. TDS under GST:** TDS under GST Act is required to be deducted @2% [1% CGST and 1% SGST or 2% IGST] from payment credited given to contractor / professional and others for work order on contract on exceeding Rs.2,50,000/-.
- 2.39.** Contractor / Service provider / Supplier etc. has to ensure timely and proper filling of GSTR 1, so that Deendayal port Authority can avail input tax credit in timely manner. In case DPA not allowed input tax credit due to failure on part of the contractor / service provider / supplier etc., it will be a financial loss to the DPA and therefore same shall be recovered from the payment / deposit of the contractor / service provider / supplier.

**2.40. Time Schedule:** The work shall be for a period of 02 (two) years which shall be effective from the date of commencement as mentioned in the Work Order.

### SECTION – 3: FORMS

#### Form – 1: Details of Firm

(To be executed on bidder's letter head)

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

**Form – 2: Specimen of Application**  
(To be executed on bidder's letter head)

To

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

We, the undersigned, declare that:

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

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

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

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



**Form – 3: Details of Financial Stability**  
(To be executed on bidder's letter head)

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

Sr. No.	Year	Turn Over
1.	2023-24	
2.	2022-23	
3.	2021-22	
	Average	

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

1. Note: The Financial Turnover shall be certified by chartered accountant.(Financial turnover document to be CA Certified with CA's stamp, signature and UDIN no./ membership no. along with profit & loss statement for verification of turnover failing which the bid will be treated as non-responsive)

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

Represented by (Name & Capacity)

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

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

**Form – 4: Format of Declaration**  
(To be executed on bidder's Letter Head)

To,

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

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

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

- (a) The information furnished in our bid is true and accurate to the best of my knowledge.
- (b) That, in case of being pre-qualified, we acknowledge that the Employer may invite us to participate in due time for the opening of Price bid of the Tender on the basis of provisions made in the Tender Documents to follow.
- (c) When the call for Tenders is issued, if the legal, technical or financial conditions, or the contractual capacity of the firm changes, we commit ourselves to inform you and acknowledge your sole right to review the pre-qualification made.
- (d) We enclose all the required pre-qualification data format and all other documents and supplementary information required for the pre-qualification evaluation.
- (e) We also state that no changes have been made by us in the downloaded tender formats and understand that in the event of any discrepancies observed, the tender hoisted on website of (n) procure is full and final for all legal/contractual obligations.
- (f) We also declare that; our firm has not been banned/de-listed by any Government or PSUs.
- (g) We also give an undertaking that, we have not made any payment or illegal gratification to any person/authority connected with the bid process so as to influence the bid process and have not committed any offence under the PC Act in connection with the bid.

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

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

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

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

To,

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

Dear Sir,

We\_\_\_\_\_do hereby confirm that  
Shri.\_\_\_\_\_(Name, designation and Address) is/are authorized to  
represent us to bid, negotiate and conclude the agreement on our behalf  
with you {copy of board resolution attached (in case of company)} for tender  
no.\_\_\_\_\_for the work of\_\_\_\_\_and  
his specimen signature is appended here to.

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

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

[Specimen signature]

Yours faithfully,

Signature:  
Name & Designation:

**Form – 6: Exception & Deviations**  
(To be executed on bidder's letter head)

As pointed out in the tender call notice, bidders may stipulate here exceptions and deviations to the bid conditions, if considered unavoidable.

Sr. No.	Page no. of bid document	Clause no. of bid document	Subject deviation with reasons

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

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

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

**Form – 7: Information regarding Litigation**

[to be executed on Letter Head of Bidder]

The information has to be submitted as per following format:

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

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

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

**Form – 8: Completed Similar works in last 07 Years**  
(To be executed on bidder's letter head)

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

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

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

Signature of the bidder with the seal

**Form – 9: Proposed Sub-Contracts and Firms Involved**  
(To be executed on bidder's letter head)

**{Not applicable to this work}**

Total information to be submitted as per following format:

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

Signature of the bidder with the seal

**Form – 10: Existing Commitments and on-going works**

(To be executed on bidder's letter head)

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

Signature of the bidder with the seal



**Form – 11: Bank Details for E-Payment**

(To be executed on bidder's letter head)

- a. Name of Party :
- b. Account No. :
- c. Branch Name :
- d. Branch Station :
- e. IFSC code of the bank :
- f. Contact Number of Bank :
- g. Type of Account : Saving /Current
- h. MICR code :
- i. Accepted for : NEFT payment or RTGS payment

Declaration by the party:

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

Signature of the bidder with the seal

**Form – 12: Certificate / Undertaking**  
(To be executed on bidder's letter head)

To,

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

Dear Sir,

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

Signature of the party with the seal

**Form – 13: Integrity Pact (Not Applicable)**  
[To be executed on Non-Judicial Stamp Paper]

**INTEGRITY PACT**

**Between**

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

and

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

**Preamble**

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

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

**Section 1 - Commitments of the Principal**

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

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

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

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

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

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

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

a. The Bidder(s) / Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal's employees involved in tender process or

the execution of the contract or to any third person any material or other benefit, which he / she is not legally entitled to, in order to obtain in exchange of advantage of any kind whatsoever during the tender process or during the execution of the contract.

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

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

d. The Bidder(s) / Contractor(s) of foreign origin shall disclose the name and address of the Agents / Representatives in India, if any. Similarly, the Bidder(s) / Contractor(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any. Further details as mentioned in the "Guidelines on Indian Agents of Foreign Suppliers" shall be disclosed by the Bidder(s) / Contractor(s). Further, as mentioned in the Guidelines all the payments made to Indian agent / representative have to be in Indian Rupees only. Copy of the "Guidelines on Indian Agents of Foreign Suppliers" is placed at (page Nos. 7-20)

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

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

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

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

If the Bidder(s) / Contractor(s), before award or during execution has committed a transgression through a violation of Section-2 above, or in any other form, such as to put their reliability or credibility in question, the Principal is entitled to disqualify the Bidder (s) / Contractor(s), from the tender process, or take action as per the procedure mentioned in the "Guidelines on Banning of business dealings". Copy of the "Guidelines on Banning of business dealings" is placed at (Page No. 7-20).

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

- (1) If the Principal has disqualified the Bidder(s), from the tender process prior to the award, according to Section 3, the Principal is entitled to demand and recover the damages equivalent to Earnest Money Deposit / Bid Security.
- (2) If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to Section 3, the Principal shall be entitled to demand and recover from the Contractor, liquidated damages of the Contract Value or the amount equivalent to Security Deposit / Performance Bank Guarantee, whichever is higher.
- (3) The Bidder(s) agrees and undertakes to pay the said amounts, without protest or demur, subject only to condition that, if the Bidder(s) / Contractor(s) can prove and establish that the termination of the contract, after the contract award has caused no damage or less damage than the amount of the liquidated damages, the Bidder/Contractor shall compensate the principal, only to the extent of the damage in the amount proved.

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

- (1) The Bidder declares that, no previous transgressions occurred in the last three years with any other company in any country confirming to the anti-corruption approach or with any other Public Sector Enterprises in India that could justify his exclusion from the tender process.
- (2) If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or action can be taken as per the procedure mentioned in "Guidelines on Banning of Business dealing".

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

- (1) In case of a Joint Venture, all the partners of the Joint Venture will enter into agreement with identical conditions as this on which all Bidders.
- (2) There is no provision of sub-contract in the tender, any violation of the same, Contractor shall be held solely responsible for the same.

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

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

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

- (1) The Principal appoints competent and credible Independent External Monitor for this Pact after approval by Central Vigilance Commission. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
- (2) The Monitor is not subject to instructions by the representative of the parties and performs his / her functions neutrally and independently. The Monitor would have access to all Contract documents, whenever required. It will be obligatory for him / her to treat the information and documents of the Bidders / Contractors as confidential. He / she reports to the Chairperson of the Board of the Principal.
- (3) The Bidder(s) / Contractor(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that

provided by the Contractor. The Bidder / Contractor will also grant the Monitor, upon his / her request and demonstration of a valid interest, unrestricted and unconditional access to the project documentation. The Monitor is under contractual obligation, to treat the information and documents of the Bidder / Contractor with confidentiality.

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

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

(Office Seal)

(Office Seal)

Place : Gandhidham

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

Witness-1:

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

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

Witness-2 :

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

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

To,

**Form – 14 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 year from the date of notification if I am /We are in a breach of any obligation under the bid conditions, because I/We

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

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

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

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

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

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

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

Corporate Seal (where appropriate)



**Form -15: Specimen Letter of Authority from Bank for all BGs**  
**(to be executed on Bank's letter head)**

To,

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

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

Sir,

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

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

Seal, Name & signature of Bank Officer

### Form – 16: Letter of Acceptance

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

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

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

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

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

bidders. Dear Sir,

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

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

Detailed Work Order will follow. Please acknowledge receipt.

Yours faithfully,

Authorized signatory  
Name and title of signatory  
Deendayal Port Authority

**Form – 17: Bank Guarantee for Performance Guarantee/Security Deposit**  
(to be executed on non-judicial stamp paper)

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

1. In consideration of the Board of the “Deendayal Port Authority” incorporated by the Major Port Authorities Act 2021(herein after called “The BOARD”) which expression shall unless excluded by or repugnant to the context or meaning therefore be deemed to include the Board of Authorityees of the Port of Deendayal Port Authority, its successors and assigns) having agreed to exempt\_\_\_\_\_ (name of contractor/s) (herein after called the “Contractor”).
2. From the demand under the terms and conditions of the contract, vide \_\_\_\_\_’s (Name of department) letter no. \_\_\_\_\_ dated \_\_\_\_\_ made between the contractor and the Board for execution of \_\_\_\_\_ covered under Tender No. \_\_\_\_\_ dated \_\_\_\_\_ (hereinafter called “the said contract”) for the payment of Performance Guarantee in cash or Lodgement of Government Promissory Loan Notes for due fulfillment by the Said Contractor of the terms and conditions of the said Contract, on production of a Bank Guarantee for Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_) only we, the (Name of Bank and Address) \_\_\_\_\_ (hereinafter referred to as “the Bank”) at the request of the Contractor do hereby undertakes to pay to the Board an amount not exceeding Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_) only against any loss or damage caused to or suffered or which would be caused to or suffered by the Board by reason of any breach by the Contractor of any of the terms and conditions of the said contract.
3. We, (Name of Bank), (Name of Branch), do hereby undertake to pay the amounts due and payable under this guarantee without any demur merely on a demand from the Board stating that the amount claimed is due by way of loss or damage caused to or which would be caused to or suffered by the Board by reason of any breach by Contractor of any of the terms and conditions of the said contract or by reason of the Contractor’s failure to perform the said contract. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this Guarantee. However, our liability under this guarantee shall be restricted to any amount not exceeding Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only).
4. We, (Name of Bank and Branch), undertake to pay the Board any money so demanded notwithstanding any dispute or disputes raised by the Contractor in any suit or proceeding pending before any Court or Tribunal relating thereto our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be valid discharge of our liability for payment there under and Contract(s) shall have no claim against

us for making such payment.

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

For (Name of Bank)

Signature Date\_\_day of\_\_\_\_\_202\_\_\_\_\_

**Form - 18: Work Order**

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

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

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

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

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

Sir,

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

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

Thanking you,

Yours faithfully,

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

**Form – 19: Final Acceptance Letter**

[on non-judicial stamp paper to be provided by the party – letter will be issued by DPA]

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

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

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

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

Sir,

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

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

Yours faithfully,

Chief Operations Manager,  
Deendayal Port Authority,  
OOT, Vadinar

## **Form – 20 Agreement for execution of work**

This agreement made this \_\_\_\_\_ Day of \_\_\_\_\_ between the Board

of Deendayal port Authority, a body corporate under Major Port Authorities Act 2021, having its Administrative Office building at Gandhidham (Kutch).

(Herein after called the "Board" which expression shall unless excluded by 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.

WHEREAS the Board is desirous of carrying out the \_\_\_\_\_ of \_\_\_\_\_ And whereas the Contractor has offered to execute and complete such work at a total cost of Rs. \_\_\_\_\_.

And WHEREAS the Contractor has agreed to deposit the Performance Security deposit as follows for due fulfilment of all the conditions of the contract:

(a) Rs. \_\_\_\_\_ paid in the form of Digital Transfer / FDR / Bank guarantee towards 5% of Contract value as Performance Guarantee. Additional 5% to be recovered from running bills in the form of Retention Money.

NOW THIS AGREEMENT WITHINNESS AS FOLLOWS:

- A. 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.
- B. The following documents shall be deemed to form and read as construed part of this agreement viz.:
  - (i) Notice inviting tender.
  - (ii) Technical specifications.
  - (iii) Special conditions of contract.
  - (iv) General Conditions of contract
  - (v) Tender submitted by the Contractor.
  - (vi) Any correspondence made between the Executive Engineer and the Contractor after opening of the cover-I—as regards to contain clarifications/details called for vice versa.
  - (vii) Common terms and conditions offered to Contractor and their acceptance including confirmation to withdrawal of their own terms and conditions offered with the tender i.e 'Cover-I'.
  - (viii) Bank Guarantee for security deposit.

AND WHEREAS

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

1. 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.
2. 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.

3. In consideration of the due provision, execution and completion of work, contractor does hereby agree to pay such sums as may be due to employer/board for the services rendered by employer/ board to contractor as set forth in contract and such other sums as may become payable to employer/ board towards loss, damage to the employer/ board's equipment, materials etc. and such payments to be made at such time and in such manner as is provided in the contract.

IN WITNESS where of the parties hereto have caused this agreement to be executed in accordance with the laws of [insert name of the contract governing law country] on the day, month and year indicated above.

Witness

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

Signature of  
Contractor with Seal

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

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

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

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

Chief Operations Manager  
Deendayal Port Authority

The common seal of the Board of Authority of the Port of Deendayal has affixed:

Secretary  
Deendayal Port Authority

## SECTION – 4: GENERAL CONDITION OF CONTRACT

### A General

#### 4.1. Definitions

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

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

Compensation Events are those defined in Clause 4.46.

**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 4.56.

**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 4.2.3 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.

**Board** – Board of Authority of the Port of Deendayal, a body corporate under the Major Port Trust Act, 1963, amended to Major Port Authorities Act, 2021 and as amended from time to time.

**Chairman** means the Chairman of the Board of Authority of the Port of Deendayal.

## **4.2. Interpretation**

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

**4.3. Language and Law**

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

**4.4. Jurisdiction of Court :**

All such disputes, which could not be settled at the intervention of Chairman, DPA, shall be subjected to the jurisdiction of the courts at Devbhumi Dwarka.

**4.5. Nodal Officer or his nominee's Decisions**

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.

**4.6. Delegation**

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.

**4.7. Communications**

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

**4.8. Joint Venture [Not Applicable]**

**4.9. Subcontracting [Not Applicable]**

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.

**4.10. Other Contractor**

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.

#### **4.11. Personnel**

- 4.11.1. The Contractor shall employ the qualified personnel 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.
- 4.11.2. 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.

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

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.

#### **4.13. Employers Risks**

- 4.13.1. 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.

#### **4.14. Contractor's risks**

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.

#### **4.15. Insurance**

4.15.1. 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.

4.15.2. 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.

- 4.15.3. If the Contractor does not provide any of the policies and certificates required, the Employer may affect the insurance which the Contractor should have provided and recover the premiums the Employer has paid from payments otherwise due to the Contractor or, if no payment of the premiums shall be a debt due.
- 4.15.4. Alternate to the terms of insurance shall not be made without the approval of the Nodal Officer or his nominee.
- 4.15.5. Both parties shall comply with all conditions of the insurance policies.

#### **4.16. Site Investigation Reports**

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.

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

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

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

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

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

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.

#### **4.20. Safety**

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

#### **4.21. Discoveries**

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.

#### **4.22. Access to the Site**

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.

#### **4.23. Instructions**

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.

#### **4.24. Disputes**

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.

#### **4.25. Settlement of Disputes**

- 4.25.1. 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.

#### **4.25.2. Decision by Conciliator**

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

#### **4.26. Arbitration Clause**

- 4.26.1. Except where otherwise provided in the contract, all questions and disputes relating to the meaning of the specifications, designs, drawings and instructions herein before mentioned and as to the quality of workmanship or materials used on the work or as to any other question, claim, right, matter or any other thing whatsoever, in any way arising out of or relating to the contract, designs, drawings, specifications, estimates, instructions, orders, or to the conditions or otherwise concerning the work or regarding the execution or failure to execute the same whether arising during the progress of the work or after the completion thereof as described hereinafter shall be referred to the Chairman for sole arbitration by himself or by any officer appointed by him.
- 4.26.2. It will be no objection to any such appointment that the arbitrator is an employee of the Board or the Government, that he had to deal with the matters to which the contract relates and that in the course of his duties as an employee of the Board of the Government, he had expressed views on all or any of the matters in dispute or of difference.

- 4.26.3. The arbitrator, who has been dealing with the arbitration case, being transferred or vacating his office or in the event of his death or being unable to act for any reason, the Chairman then holding the office shall arbitrate himself or appoint any officer to act as arbitrator.
- 4.26.4. It is also a term of this contract that no person other than the Chairman himself or any officer appointed by him shall act as arbitrator.
- 4.26.5. It is a term of this contract that only such questions and disputes as were raised during the progress of other work till its completion and not thereafter shall be referred to arbitration . However, this would not apply to the questions and disputes relating to liabilities of the parties during the guarantee period after completion of the work.
- 4.26.6. It is a term of the contract that the party invoking arbitration shall give a list of disputes with amount of claim in respect of each said disputes along with the notice seeking appointment of arbitrator.
- 4.26.7. It is also a term of the contract that if the Contractor does not make any demand for appointment of arbitrator in respect of any claims /disputes in writing, as aforesaid, within 120 days of receiving the intimation from the Nodal Officer that the final bill is ready for payment, the claim of the Contractor shall be deemed to have been waived and absolutely barred and the Port Trust shall be discharged and released of all liabilities under the contract in respect of these claims.
- 4.26.8. It is also a term of the contract that the arbitrator shall adjudicate only such disputes/claims as referred to him by the appointing authority and give separate award against each dispute /claim referred to him .The arbitrator will be bound to give claim wise detail and speaking award and it should be supported by reasoning.
- 4.26.9. The award of the arbitrator shall be final, conclusive and binding on all the parties to Contractor.
- 4.26.10. The arbitrators from time to time, with the consent of both the parties, enlarge the time for making & publishing the award .
- 4.26.11. Arbitration shall be conducted in accordance with the provisions of Indian Arbitration Act, 1996 or any statutory modifications or

e-enactment thereof and rules made there under and for the time being in force shall apply to the arbitration proceeding under this clause.

- a. It is also a term of the contract that if any fees are payable to the arbitrator, this shall be paid equally by both the parties.
- b. It is also a term of a contract that the arbitration shall be deemed to have been entered on the reference on the date he issues the first notice to both the parties calling them to submit their statement of claims and counter statement of claims.
- c. Venue of the arbitration shall be such place as may be fixed by the arbitrator at his sole discretion.

**4.27. Extension of the intended completion date**

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

**4.28. Delays Ordered by the Nodal Officer or his nominee**

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

**4.29. QUALITY CONTROL**

**4.30. Identify Defects**

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

**4.31. Tests**

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, Contractor shall pay for the test and any samples.

**4.32. Correction of Defects**

4.32.1. The Nodal Officer or his nominee shall give notice to the Contractor of any Defects before the end of the Defects Liability Period, The Defects Liability Period shall be extended for as long as Defects remain to be corrected.

4.32.2. 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.

**4.33. Uncorrected Defects**

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.

**B. COST CONTROL**

**4.34. Bill of Quantities**

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

4.34.2. 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.

**4.35. Changes in the Quantities**

4.35.1. 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, in accordance with Clause 4.42.

4.35.2. 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.

- 4.35.3. If requested by the Nodal Officer or his nominee where the quoted rate (s) of any item(s) is / are 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.

#### **4.36. Variations**

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

#### **4.37. Payment for Variations**

- 4.37.1. Variation permitted shall not exceed +25% in quantity of each individual item, and +10% of the total contract price, within 14 days of the date of instruction for executing varied work, extra work or substitution, and before the commencement of such work, notice shall be given either (a) by the contractor to the Employer of his intention to claim the extra payment or a varied rate or price, or (b) by the Employer to the contractor of his intention to vary rate or price.
- 4.37.2. 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:
- a. Rates and prices in Contract, if applicable plus escalation as per contract.
  - b. Rates and prices in the schedule of rates applicable to the contract plus ruling percentage.
  - c. Market rates of materials and labour, hire charges of plant and machinery used, plus 10% for overheads and profits of Contractors.
- 4.37.3. For items in the Bill of quantities but where quantities have increased beyond the variation limits, the rate payable for quantity in excess of the quantity in the Bill of Quantity plus the permissible variation should be:
- a. Rates and prices in contract, if reasonable plus escalation, failing which (b) and (c) below will apply
  - b. Rates and prices in the schedule of Rates applicable to the contract plus ruling percentage,
  - c. Market rates of material and labour, hire charges of plant and machinery used plus 10% for overheads and profits of

contractor.

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

**4.38. Payments**

- 4.38.1. Bills / Tax invoice shall be prepared and submitted by the Contractor. Joint measurements shall be taken continuously and need not be connected with billing stage. System of 4 copies of measurements, one each for Contractor, Employer and Engineer or his nominee, and signed by both Contractor and Employer shall be followed.
- 4.38.2. Interim of bill amount will be paid within 14 days of submission of the bill.
- 4.38.3. Contractor shall submit final Bill within 60 days from the date of completion of work and the same will be paid by the Port within 30 days from the date of submission
- 4.38.4. The payment will be made to the contractor after deducting any dues payable to the Port statutory authorities etc.
- 4.38.5. If an amount certified is increased in a later certificate as a result of an award by the DRB 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.
- 4.38.6. 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.

**4.39. Tax**

- 4.39.1. **Tax:** The prices shall be quoted inclusive of all Taxes [excluding GST], duties, salary and wages of staff, repair and maintenance cost, fuel cost, insurance and other incidentals etc. and should remain firm till completion of work. The employer will perform such duties in regard to the deduction of such taxes at sources as per applicable law.
- 4.39.2. **GST:** Applicable GST on the taxable value of supply of Goods or Service or both covered in this tender/contract will be paid by Port as reimbursement on production of documentary

evidences/reflection of the same under the GSTIN of DPA in the GST web portal. Applicable statutory recoveries including TDS under Income Tax, TDS under GST will be deducted/recovered while accounting for or making payment to the vendor as per the applicable laws.

- 4.39.3. **Deduction of Income-Tax:** Income-Tax deductions and surcharge as applicable thereon shall be made good while making payments due to the contractor for carrying out the work and only net amount shall be paid as directed by the Central Board of Direct Taxes, Ministry of Finance, Government of India.

**4.40. Retention money**

Security Deposit consists of only 10% contract price and as per tender condition party has to pay 5% performance guarantee on issuance of Letter of Acceptance and hence 5% recovery of retention money from each bill amount. **(As per Section 2 Clause 2.31.1)**

**4.41. Liquidated damages**

- 4.41.1. 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 Employer if satisfied, that the works can be completed by the contractor within a reasonable time after the specified time for completion, may allow further extension of time at its discretion with or without the levy of L.D. In the event of extension of time at its discretion with L.D, the owner will be entitled without prejudice to any other right or remedy available in that behalf per cent (1/2%) of the contract value of the works for each week or part of the week subject to the ceiling defined in sub-clause 4.41.1.
- ii. The Employer, if not satisfied that the works can be completed by the contractor, and in the event of failure on the part of the contractor to complete work with in further extension of time allowed as aforesaid, shall be entitled, without prejudice to any other right, or remedy available in that behalf, to rescind the contract.
- iii. The Employer, if not satisfied with the progress of the



contract and in the event of failure of the contractor to recoup the delays in the mutually agreed time frame, shall be entitled to terminate the contract.

- iv. In the event of such termination of the contract as described in clauses 4.41.1(ii) or 4.41.1(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.

#### **4.42. Cost of Repairs**

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

#### **4.43. Termination**

- 4.43.1. The employer or the Contractor may terminate the contract if the other party causes a fundamental breach of the contract.
- 4.43.2. Fundamental breaches of contract include, but shall not be limited to the following:
  - a. The contractor stops work for 28 days when no stoppage of work is shown on the current program and the stoppage has not been authorized by the Nodal Officer or his nominee.
  - b. The Nodal Officer or his nominee instructs the contractor to delay the progress of the work and the instruction is not withdrawn within 28 days.
  - c. The employer or the contractor becomes bankrupt or goes into liquidation other than for a reconstruction

restructure or amalgamation.

- d. A payment certified by the Nodal Officer or his nominee is not paid by the employer to the contractor within 50 days of the date of the Nodal Officer or his nominee's certificate.
- e. The Nodal Officer or his nominee gives Notice the failure to correct a particular defect is a fundamental breach of contract and the contractor fails to correct it within a reasonable period of time determined by the Nodal Officer or his nominee.
- f. The contractor does not maintain a security which is required.
- g. The contractor has delayed the completion of works by the number days for which the maximum amount of liquidated damages can be paid as defined in the contract data and
- h. If the contractor, in the judgment of the employer has engaged in corrupt or fraudulent practices in competing for or in the executing the contract.

For the purpose of this paragraph: "corrupt practice" means the offering, giving receiving or soliciting of anything of value to influence the action of public officials in the procurement process or in contract execution. "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the employer, and includes collusive practice. 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".

- 4.43.3. 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. 4.43.2 above, the Nodal Officer or his nominee shall decide whether the breach is fundamental or not.
- 4.43.4. 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.
- 4.43.5. 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.

**4.44. Payment upon Termination**

- 4.44.1. If the contract is terminated because of a fundamental breach of contract by the contractor, the Nodal Officer or his nominee shall issue a certificate for the value of the work done less advance payments received upto the date of the issue of the certificate, less other recoveries due in terms of the contract, less taxes due to be deducted at source as per applicable law and less the percentage to apply to the work not completed as indicated in the contract data. Additional liquidated damage shall not apply if the total amount due to the employers exceeds any payment due to the contractor, the difference shall be payable to the employer.
- 4.44.2. 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.

**4.45. Force Majeure**

- a. In the event that the Contractor is delayed in performing its obligations in the contract, and such delay is caused by force majeure including war, civil resurrection, strikes (other than the strike solely by the Contractor's men), fire, flood, epidemics, earthquakes, extremely adverse climatic conditions, such delay may be excused and the period of such delay may be added to the time of performance of the obligations without any addition to the contract price.
- b. If a force majeure situation arises, the Contractor shall promptly notify the Board in writing of such condition and the cause thereof, but not later than 7 days from its occurrence. Unless otherwise directed by the Board in writing, the Contractor shall continue to perform its obligations under the contract as far as reasonably practicable. The Contractor shall demonstrate to the Board's satisfaction that it has used its best endeavour to avoid or

overcome such causes of delay and the parties will mutually agree upon remedies to mitigate or overcome such causes of delay without having any right to any claim on account of such force majeure.

c. In any other situation, which is beyond the reasonable control of the Contractor in the opinion of the Engineer-In-charge, and where the Contractor has promptly notified the Board in writing about such situation, it may be considered as “Force Majeure” situation.

#### **4.46. 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.

#### **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:  
  
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, travelling expenses from home upon the establishment and back, etc.

(o) The Building and Other Construction workers (Regulation of Employment and Conditions of Service Act 1996 and the Cess Act of 1996:- All the establishments who carry on any building or other construction work and employs 10 or more workers are covered under this Act. All such establishments are required to pay cess at the rate not exceeding 2% of the cost of construction as may be modified by the Government. The Employer of the establishment is required to provide safety measures at the Building or Construction work and other welfare measures, such as Canteens, First-Aid facilities. Ambulance, Housing accommodations for workers near the work place etc. The Employer to whom the Act applies has to obtain a registration certificate from the Registering Officer appointed by the Government.

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

**4.47.** All the royalties of the materials, quarry fees, octroi, charges, sales tax etc. are payable by the contractor directly to the authorities concerned and the rates tendered shall be deemed to

be inclusive of all such charges.

- 4.48.** The tenderers are expected to have full knowledge of the site of work and local working condition in the Port before submitting the tenders. The Port is basically an operational area dealing mainly with handling liquid products at Vadinar. The Nodal Officer or his nominee will give to the Contractor possession of so much of the site as in the opinion of Nodal Officer or his nominee may be required to enable the Contractor to proceed with the construction without interruption of the work in accordance with the requirement. However, all efforts will be made to handover entire clear site at the starting of work.

No claim / disputes what-so-ever for handing over the site of work late, for starting the work shall be entertained. If the contractor suffers any delay the Nodal Officer or his nominee may grant at his discretion an extension of time for completion of work. However, no claim / disputes etc. arising out of extension of time so granted shall be entertained. The contractor while filling up their rates in the tender should consider the above aspects unfailingly.

- 4.49. Post Tender Modification:** The Tenderers are not expected to make any post tender modification. Hence, the tenderers should not make any correspondence regarding the tender after submission of the same on due date and time. No cognizance of any correspondence shall be taken and if Tenderers persists with the same necessary action will be initiated against him. All the tenders received on or before the due date and time shall be opened, if otherwise found in order.

- 4.50.** The contractor shall have to make good all damages done by him to structure nearby while executing the work and no extra payment shall be made to him on that account.

- 4.51.** A Site Order book is to be maintained by the contractor at the site of work. Order 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 promptly in the order book as a token of having seen the same. The order book shall be the property of the board and shall be handed over to the Nodal Officer or his nominee of the work in good condition on the completion of the work or whenever required by the Nodal Officer or his nominee.



**4.52.** All the works until handed over to the Nodal Officer or his nominee shall stand at the risk of the contractor who shall be responsible to make good at his own cost all the losses and damage caused by or due to fires, weather, tides or any other reasons. The contractor shall hand over at the time of completion of work the work in good order and conditions and in conformity in every respect with the requirements of the contract and instructions of the Nodal Officer or his nominee.

**4.53. Clearance of Site on Completion:** On the completion of the works the Contractor shall clear away and remove from site as required all temporary works of every kind, constructional plants and also all surplus materials dismantled or otherwise, earth and rubbish and leave the whole site and works clean and in a workmanlike condition to the satisfaction of the Engineer/Engineer-in-charge or the Representative.

- a) The Contractor should understand that all debris, surplus earth and other materials will be considered in dismantling or otherwise for the construction of the works will be considered as property of the Board and will be disposed-off to the best advantage of the board at contractor's cost to the places fixed by the Engineer-in-charge.
- b) The Contractor shall clear the site prior to issuance of Completion Certificate. Site clearance means clearing of work site, site office, labour camps and any other structure constructed/erected by the contractor.

**4.54. Integrity Pact (Not Applicable)**

The bidder has to execute Integrity pact agreement with DEENDAYAL PORT AUTHORITY (As per Appendix enclosed).

**Shri S.K.Sarkar, IAS (Retd.) and Shri Saurabh Chandra, IAS (Retd.)** has been nominated as Independent External Monitor for Integrity Pact whose address is as under:

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

## SECTION – 5: CONTRACT DATA

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

Sl. No.	Description	Reference Cl. No.												
1	The following documents are also part of the Contract													
	<b>The Schedule of other contractors</b>	<b>NA</b>												
	The Schedule of Key personnel	4.11												
	<table><tr><td>Site Incharge</td><td>1 No</td><td>Qualification: B. Tech Civil Eng. Exp.: Min 5 years'</td><td>Till project completion</td></tr><tr><td>Site Engineers</td><td>1 No</td><td>Qualification: B. Tech Civil Eng. Exp.: Min 3 years'</td><td>Till project completion</td></tr><tr><td>Architect</td><td>1 No</td><td>Qualification: B. Arch Exp.: Min 5 years</td><td>As when required as per the instruction EIC.</td></tr></table>		Site Incharge	1 No	Qualification: B. Tech Civil Eng. Exp.: Min 5 years'	Till project completion	Site Engineers	1 No	Qualification: B. Tech Civil Eng. Exp.: Min 3 years'	Till project completion	Architect	1 No	Qualification: B. Arch Exp.: Min 5 years	As when required as per the instruction EIC.
	Site Incharge		1 No	Qualification: B. Tech Civil Eng. Exp.: Min 5 years'	Till project completion									
	Site Engineers		1 No	Qualification: B. Tech Civil Eng. Exp.: Min 3 years'	Till project completion									
	Architect		1 No	Qualification: B. Arch Exp.: Min 5 years	As when required as per the instruction EIC.									
The key personnel shall be deployed from the date of commencement of work. In case of non-compliance, penalty of Rs. 5,000/- per month per person shall be recovered.														
2	The above insertions should correspond to the information provided in the Invitation of Bids.													
3	The Employer is	(1)												
	Deendayal Port Authority, Gandhidham, Kutch.													
	Name of Authorized Representative:													
	Name: Chairman, Deendayal Port Authority, Gandhidham, Kutch.													
4	The Engineer is													
	Name: Chief Operations Manager /Chief Engineer, Deendayal Port Authority													
	Name of Nominee is													

	Name: Executive Engineer (Civil) Offshore Oil Terminal Dept., Vadinar	
5	The name and identification number of the Contract is	
	Name of Contract: - <b><i>Maintenance of Sanitation at Jetty, vadinar ( for 02 years)</i></b>	(1)
6	The works consist of «Name_of_work»	(1)
7	The start date shall be within 30 days of issue of Work order.	Conditions of contract A-General 1.Definitions
8	The Contract price is the price stated in the letter of acceptance. However, payment will be made as per actual work done accordance with the contract provisions.	1.Definitions
9	The Intended completion Date for the whole of the Work is 2 years	
10	The Contractor shall submit a Program for the Works within 15 days of delivery of the Work order.	
11	The site possession date: The site will be handed over within 15 days of issue of Work order	
12	The Defects Liability Period is 12 months	NA
13	The minimum insurance cover for physical property, injury and death is Rs. 20, 00,000/- (Rupees Twenty 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.	
14	The language of the Contract documents is English.	
15	The law, which applies to the Contract, is the law of Union of India.	
16	The currency of the Contract is Indian Rupees.	
17	Fees and types of reimbursable expenses to be paid to the Dispute Review Board As per actuals and equally shared by both the parties.	4.26
18	The Dispute Review Board shall be constituted after signing of the agreement on mutually agreed terms. (Appendix 1).	4.26

## **Section – 6: Scope of Work and Special Conditions**

### **6.1. SCOPE OF WORK:**

- 6.1.1. To carry out “Maintenance of Sanitation at Jetty, Vadinar for 02 years”.
- 6.1.2. To carry out daily housekeeping, cleaning, sweeping, moping, dusting, sewage line cleaning, cleaning of water tanks, cleaning of storm water drains, cleaning of berthing jetty & Low landing stair case, cleaning of approach jetty, internal roads inside the jetty area and operational & non-operational building and its offices including dusting and cleaning of furniture and cupboard.
- 6.1.3. The work consists of supply of workers [male or female]:
  - 6.1.3.1. Mazdoor [male or female] for housekeeping and cleaning work.
  - 6.1.3.2. Gardener/Mazdoor for developing, maintaining the garden including cleaning, cutting, trimming weeding, watering, removal and planting of plants of garden.
  - 6.1.3.3. Supply of materials for sanitation as specified in the Tender.
  - 6.1.3.4. One Supervisor cum plumber for pump operates and water supply to all the building and maintenance and repairing work of pipeline and plumbing work with tools and plant including supervised the total work of sanitation workers and submit daily report to Office with maintain the all record of work.
  - 6.1.3.5. Cleaning of jungle weeds, thick bushes grass & branches of trees cutting after monsoon every year as mentioned in schedule of rates.
  - 6.1.3.6. Supply of JCB / Front end loader with operator and fuel for work, when and then required during period of contract.
  - 6.1.3.7. Supply of tractor trolley as specified in the schedule of rates.
  - 6.1.3.8. Supply of cleaning material at the site of work as specified in the schedule of rates.
  - 6.1.3.9. Any other related as per direction of Engineer-in-Charge from time to time.
- 6.2. The work shall be carried out in accordance with the best workmanship and standard specification to the entire satisfaction of the Engineer in Charge.

- 6.3.** The contractor shall study the local working condition at the site of work before quoting the rate & no claim what so ever shall be entertained.
- 6.4.** All the precaution regarding the safety of workers shall have to be taken by the contractor at his own risk & cost and the instruction of Engineer in charge in this respect shall have to be followed strictly.
- 6.5.** All the tools, plants, scaffolding, ladder ,tables ,goova broom, reshmi broom , hand Pump & mask for spray pesticide 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.
- 6.6.** If case of a death or mishap occurred during discharging the duty, the compensation liability will solely rest with the Contractor.
- 6.7.** All the work shall be done strictly in accordance with the specification given in Schedule of rates, terms and conditions & orders given form time to time by Engineer- in-charge.
- 6.8.** The quantity indicated are approximate and same can be reduced or increased up to any extend; no claim shall be entertained on this issue.
- 6.9.** The contractor shall be required to execute the work in such a way as not to cause any damages hindrance with port activity going on in the area or nearby.
- 6.10.** Site order book is to be maintained by the contractor at the site of work. Orders and instructions written in the order book shall be deemed to have been legally issued to the contractor & the contractor shall sign each entry promptly in the order book as a token of having seen the same. The order book shall be the property of the board & shall be handed over to the Engineer-in-charge of the work in good condition on the completion of the work of whenever required by the Engineer-in-charge.
- 6.11.** All the materials required to be used in the work shall have to be got approved from the Engineer-in-charge before use. Rejected or unwanted materials shall not be stacked at the site of work.
- 6.12.** The Engineer-in-charge will be entitled to deduct and adjust any sum of money payable by the contractor to the board the terms of any contract executed by him or his behalf from the security deposit or form any sums due or becomes due from the present contract.

- 6.13.** The Engineer-in-charge may delete any number of items included in his tender (contract) without assigning any reasons and without any financial liability.
- 6.14.** The contractor has to make his own arrangement for the storage of materials at site of work.
- 6.15.** All the precautions regarding the safety of the workers shall have to be taken by contractor and the instruction of Engineer-in-charge in this respect shall have to be followed strictly.
- 6.16.** The department reserves the right to deduct the amount while making the payment, if the contractors fail to maintenance of work as per specification and as directed by the Engineer-in-charge.
- 6.17.** The contractor shall provide the copies of relevant records during the period of contractor otherwise even after the contract is over whenever required by the Engineer-in-Charge.
- 6.18. Penalty**
- 6.18.1. If the contractor fails to engage the required nos. of workers as stipulated in the tender at any day, penalty will be imposed on rate quoted by the contractor in tender **for particular item on prorate basis and** same will be deducted from the RA Bill. No claim for the same shall be entertained.
- 6.19. Special Conditions relating to R&M Works**
- 6.19.1. If a firm quotes NIL charges, consideration over and above minimum wages, the bid shall be treated as unresponsive and will not be considered for further evaluation.
- 6.19.2. In such cases, the next lowest bidder, who fulfils the above condition will be considered as L<sub>1</sub> for further evaluation.
- 6.19.3. The Contractor should ensure that the wages paid to the labours engaged by him are not less than the prevailing Minimum Rates of Wages per person per day in respect of Area-C as notified by the CLC(C), Ministry of Labour & Employment, and New Delhi from time to time as **per Circular no.1/7(5)/2024-LS-II and 1/7(3)/2023/LS-II on dated.01/04/2024.**
- 6.19.4. The payment will be made on monthly basis on production of bills as per work done in triplicate duly sealed, signed and stamped by contractor and verified and signed by Engineer-in-Charge
- 6.19.5. Wages of workers have been credited to their Bank account on (Date). (Copy of Bank Statement to be submitted).

- 6.19.6. ESI & PF Contribution payment document (Copy of challan to be submitted).

**6.20. Provident Fund and ESI**

The contractor has to remit the PF & ESI contribution regularly to the concerned department for the labours engaged by him.

In case the Notice for non-compliance is received from the appropriate agencies (i.e. PF & ESI), the amount due will be deducted from the Contractor's bills and other money available with the Port.

**Sign of Contractor  
(Civil)**

**Executive Engineer**

**DPA – OOT Vadinar.**



**SECTION - 7: PRICE BID (SCHEDULE - B)**

Price Bid / Bill of Quantities Separate Sheet attached