

Name of Work: - Construction of Road at SIPC Location 2 (Kandla) Stage 2 for Development of Smart Industrial Port City (SIPC) at Kandla-Gandhidham-Adipur Complex (3 years Maintenance period)

Addendum-I

Sr. No.	Clause No.	Existing Clause	Amended Clause
1	NIT Tender Fee	5000/- + GST @ 18 % (Digital mode of Payment at Bank of Punjab National Bank Kandla Branch Account No. 2177002100004626 IFSC code. PUNB0217700)	5000/- + GST @ 18 % (Digital mode of Payment at Bank of Punjab National Bank Kandla Branch Account No. 2177002100004628 IFSC code. PUNB0217700)
2	NIT Estimated Cost	Estimated Cost = Rs.14,57,31,004.00	Estimated Cost = Rs.8,39,75,542.00
3	NIT EMD	Rs. 14,57,310.04 (Digital mode of Payment at Bank of Punjab National Bank Kandla Branch Account No. 2177002100004626 IFSC code. PUNB0217700)	Rs.8,39,755.00 (In the form of Bank Guarantee drawn in the favor of Board of DEENDAYAL PORT AUTHORITY, Gandhidham issued by any Nationalized Bank/Scheduled Bank except co-operative bank' having branch at Gandhidham as per enclosed format)
4	NIT Minimum Pre-Qualifying / Eligibility Criteria - point 5 & Cl. No. 1.4.3.(i)	Average annual financial turnover during the last three years ending 31st March of the previous financial years, should be at least Rs. 437.19 Lakhs.	Average annual financial turnover during the last three years ending 31st March of the previous financial years, should be at least Rs. 251.93Lakhs.
5	NIT Minimum Pre-Qualifying / Eligibility	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:	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:

	Criteria – point no. 6 & Section 1 Cl. No. 1.4.3. (ii)	<p>Three similar completed works, each work costing not less than Rs. 582.92 Lakhs.</p> <p>Or</p> <p>Two similar completed works, each work costing not less than Rs. 728.66 Lakhs.</p> <p>Or</p> <p>One similar completed work, costing not less than Rs. 1165.85 Lakhs.</p>	<p>Three similar completed works, each work costing not less than Rs. 335.90Lakhs.</p> <p>Or</p> <p>Two similar completed works, each work costing not less than Rs. 419.88Lakhs.</p> <p>Or</p> <p>One similar completed work, costing not less than Rs. 671.80Lakhs.</p>
6	NIT Minimum Pre-Qualifying / Eligibility Criteria – point no. 4	<p>Assessed Available Bid capacity= $A \times N \times 2 - B$, Where, "N" = Number of years prescribed for completion of the subject contract. i.e 11 months construction period</p> <p>"A" = Maximum value of works executed in any one year during last seven years (at current price level)</p> <p>"B" = Value at current price level of existing commitments and ongoing works to be completed in the next 'N' years.</p>	<p>Assessed Available Bid capacity= $A \times N \times 2 - B$, Where, "N" = Number of years prescribed for completion of the subject contract. i.e 09 months construction period</p> <p>"A" = Maximum value of works executed in any one year during last seven years (at current price level)</p> <p>"B" = Value at current price level of existing commitments and ongoing works to be completed in the next 'N' years.</p>
7	NIT Minimum Pre-Qualifying / Eligibility Criteria – point no. 8	<p>Integrity Pact agreement need to be submitted during preliminary bid stage duly scanned, stamped, signed, dated along with both witness signatures as per format available in the tender document without which the bidder shall be considered non-responsive.</p>	<p>The bid/tender shall also be accompanied by Integrity Pact Agreement.</p> <p>a. The potential bidders shall download and print the IP Agreement signed by the Employer and their witness and affix his/her signature on the IP Agreement in the presence of a witness from his/her side, who shall also affix his/her signature thereof. Having completed the signing procedure, the potential Bidder shall upload the duly filled and signed IP Agreement on n-procure portal.</p> <p>b. The procedure mentioned above regarding signing of Integrity Pact Agreement by both the parties (Employer and Potential bidders) shall be completed online. However, in case of any technical glitch due to which if</p>

			<p>any potential bidder is unable to upload the IP Agreement, then he/ she shall submit the Hard Copy of the dully filled, signed IP Agreement, to the Department concerned of DPA within a period of seven days and prior to opening of the Technical Bid, failing which Bid of potential Bidder shall be treated as disqualified.</p> <p>c. In case of JV firm, IP agreement is to be filled and submitted in the name of the JV firm only otherwise the bid will not be considered for further evaluation.</p>
8	NIT Conditions (page no.7)	Integrity Pact agreement need to be submitted during preliminary bid stage duly scanned, stamped, signed, dated along with both witness signatures as per format available in the tender document without which the bidder shall be considered non-responsive.	Integrity Pact agreement to be uploaded as mentioned in NIT - Eligibility criteria.
9	NIT Documents required to be submitted by scanning through online (page no.8)	<p>a) Documents in support of fulfilling qualifying criteria as indicated above.</p> <p>b) EMD in form of Digital mode of payment.</p> <p>c) Tender fee in form of Digital mode of payment.</p> <p>d) As indicated in clause 1.4 of section 1 – Instructions to bidders.</p>	<p>a) Documents in support of fulfilling qualifying criteria as indicated above.</p> <p>b) EMD in form of Digital mode of payment.</p> <p>c) Tender fee in form of Digital mode of payment.</p> <p>d) As indicated in clause 1.4 of section 1 – Instructions to bidders.</p> <p>e) Integrity pact agreement as per NIT.</p>
10	NIT Joint Venture	1. In case of JV to qualify experience in similar works, merging of work order value executed by two or more of its member JV either as a whole or as member of JV shall not be permitted to qualify eligible works in terms of similar completed works. Only no. of work orders executed by members of JV shall be merged to evaluate experience.	1. In case of JV to qualify experience in similar works, merging of work order value executed by two or more of its member JV either as a whole or as member of JV shall not be permitted to qualify eligible works in terms of similar completed works. Only no. of work orders executed by members of JV shall be merged to evaluate experience.

		Lead partner should have executed at least one similar work costing Rs. 582.92 Lakhs as per Minimum Eligibility Criteria.								Lead partner should have executed at least one similar work costing Rs. 335.90 Lakhs as per Minimum Eligibility Criteria.							
11	NIT Bid Opening Date	Technical Bid will be opened on <u> </u> / <u> </u> / 2023 @ 16:15 Hrs. Date of opening of price bid shall be notified after scrutiny & evaluation of Technical Bid to qualified bidders.								Technical Bid will be opened on 24/09/2024 @ 16:30 Hrs. Date of opening of price bid shall be notified after scrutiny & evaluation of Technical Bid to qualified bidders.							
12	Section 1 Clause 1.4.6	Financial Year	2022-23	2021-22	2020-21	2019-20	2018-19	2017-18	2016-17	Financial Year	2023-24	2022-23	2021-22	2020-21	2019-20	2018-19	2017-18
		Index	152.5	139.4	123.4	121.8	119.8	114.9	111.60	Index	151.4	152.5	139.4	123.4	121.8	119.8	114.9
		Multiplying factor	1.00	1.09	1.24	1.25	1.27	1.33	1.37	Multiplying factor	1.00	0.99	1.09	1.23	1.24	1.26	1.32
13	Section 1 Clause 1.33 & Section 3 Clause No. 3.52	Security Deposit shall be 10% of Contract price of which 5% of contract price should be submitted as Bank Guarantee, or Digital mode of payment within 21 days of receipt of Letter of Acceptance and balance 5% recovered as Retention Money from Running Bills. Recovery of 5% of Retention Money to commence from the first bill onwards @ 5% of bill value from each bill. Retention Money be refunded within 14 days from the date of issue of provisional completion certificate. Balance SD to be refunded immediately not later than 14 days from completion of whole work i.e including maintenance period. (Subject to fulfillment of clause no 5.23). 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."								Security Deposit shall consist of two parts; a) Performance Guarantee to be submitted at award of work, and b) Retention money to be recovered from Running Bills. Security Deposit shall be 10% of Contract price of which 5% of contract price should be submitted as Bank Guarantee, or Digital mode of payment within 21 days of receipt of Letter of Acceptance and balance 5% recovered as Retention Money from Running Bills of construction period and maintenance period. Recovery of 5% of Retention Money to commence from the first bill onwards @ 5% of bill value from each bill. Retention Money recovered from Running Bills of construction period shall be refunded within 14 days from the date of issue of provisional completion certificate for construction period. And Retention Money recovered from Running Bills of maintenance period shall be refunded within 14 days from the date of payment of final bill after completion of maintenance period. Balance SD to be refunded immediately not later than 14 days from completion of							
	Performance Securities																

			<p>whole work i.e including maintenance period. (Subject to fulfillment of clause no 5.23).</p> <p>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.</p> <p>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.</p>
14	Section 3 Clause No. 3.48.2 Retention	Retention money shall be deducted at 5% from each running bill, subject to a max. of 5 percent of the contract price. Retention money shall be refunded within 14 days from the date of payment of final bill	<p>Retention Money shall be recovered from Running Bills of construction period and maintenance period. Recovery of Retention Money to commence from the first bill onwards @ 5% of bill value from each bill.</p> <p>Retention Money recovered from Running Bills of construction period shall be refunded within 14 days from the date of issue of provisional completion certificate for construction period. And Retention Money recovered from Running Bills of maintenance period shall be refunded within 14 days from the date of payment of final bill after completion of maintenance period.</p>
15	Section 2 Pre- Qualification of Bidders	<p>2. Turnover of the firm/JV for the years: - 2020-21; 2021-22; 2022-23</p> <p>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.</p>	<p>2. Turnover of the firm/JV for the years: -2021-22; 2022-23; 2023-24</p> <p>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.</p>

			Bidders are required to submit financial turnover document issued by CA with CA's stamp, signature and UDIN no. along with relevant document for verification of turnover failing which the bid will be treated as non-responsive.
16	Section 2 Pre- Qualification of Bidders	3. Similar works: - Total value completed similar works as defined in the tender document during last 7 years. 2016-17; 2017-18; 2018-19; 2019-20; 2020-21; 2021-22; 2022-23	3. Similar works: - Total value completed similar works as defined in the tender document during last 7 years. 2017-18; 2018-19; 2019-20; 2020-21; 2021-22; 2022-23; 2023-24.
17	Section 2 Specimen Contract Agreement	Specimen Contract Agreement	Modified Specimen Contract Agreement is enclosed as Annexure-I

SPECIMEN CONTRACT AGREEMENT

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

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

THIS CONTRACT AGREEMENT is made

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

Between

1. The Board of Deendayal Port of Authority, an autonomous body of the Ministry of Port, Shipping & Waterways of the Government of India, incorporated under the Major Port Authorities Act, 2021 as amended thereafter, under the laws of India and having its principal place of business at A O building, PO Box No.-50, Gandhidham Gujrat state (hereinafter called the 'Port' and,
2. [insert name of the contractor], [incorporated under] the laws of [country of contractor] and having its place of business at [insert: address of contractor] (hereafter called "the contractor")

WHEREAS the employer board invited tenders against tender no.[number] for execution of [tender title and brief description] and has accepted a tender by the contractor in accordance with the supply/delivery schedules, in the sum of [insert contract price in words and figures, expressed in the contract currency (ies)] (hereafter called "contract price")

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

1. 5% Performance Guarantee of tender cost for the above cited work in form of NEFT/RTGS having UTR No. _____
Dated _____ Amounting to Rs. _____.

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this agreement words and expressions shall have the same meanings as per respectively assigned to them in the conditions of contract refer to.
2. The following documents shall constitute the contract between the employer/ board and the contractor, and each shall be read and construed as an integral part of the contract:
 - (a) This contract agreement;
 - (b) Special conditions of contract;
 - (c) General conditions of contract;
 - (d) Technical requirements (including schedule of requirements and technical specifications, drawings);
 - (e) Notice inviting tender;
 - (f) Replies issued to the pre-bid queries, addenda if any issued [numbers and date];
 - (g) The contractor's bid and original price and delivery schedules;
 - (h) The employer/ board's notification of award; (Letter Of acceptance vide letter no. _____).
 - (i) Correspondence the employer/board has exchanged with the bidder till and after award of contract [specific letters and dates]]

And [add here any other documents]

AND WHEREAS

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

All the disputes related to the subject contract shall be resolved through a conciliation committee / councils comprising of independent subject experts.

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

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

Witness (Name, Signature, Address)

1. _____

2. _____

Signed, sealed and delivered by
Chief Engineer on
Behalf of Board in Presence of:

Chief Engineer
Deendayal Port Authority

FOR & ON BEHALF OF THE
BOARD OF DEENDAYAL PORT AUTHORITY

Witness (Name, Signature, Address)

1. _____

2. _____

The common seal of the
Board of Deendayal Port Authority
Affixed in the presence of:

SECRETARY
DEENDAYAL PORT AUTHORITY