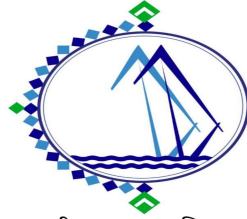


DEENDAYAL PORT AUTHORITY



DEENDAYAL PORT AUTHORITY

TENDER DOCUMENTS FOR

AMC contract for Gardens at A.O. Building for 02 years.

Executive Engineer (TD)
Town Development Division,
Annexe, A.O. Building,
Ground Floor,
DEENDAYAL PORT AUTHORITY,
Gandhidham (Kutch) – 370201.
Kutch District.
Gujarat State.

INDEX

Name of work: - AMC contract for Gardens at A.O. Building for 02 years.

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- NIT :Invitation for Bids
- SECTION 1 :Instruction to Bidders
- SECTION 2 :Forms of Bid, Qualification Information
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- SECTION 4 :Form of Securities
- SECTION 5 : Schedule-A
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DEENDAYAL PORT AUTHORITY

COMPETITIVE BIDDING

NIT NO: 01-TD/2025

NAME OF WORK: “AMC contract for Gardens at A.O.Building for 02 years.”

PERIOD OF DOWNLOADING OF BID DOCUMENTS

FROM : 13/01/ 2025

TO : 13/02/ 2025 upto 15:00 Hrs.

TIME AND DATE OF OPENING OF BIDS: 15:05 Hrs. On 13 /02/ 2025

**PLACE OF OPENING OF BIDS : CHAMBER OF EXECUTIVE ENGINEER (TD),
T.D. DIVISION, ANNEXE, A.O. BUILDING, GANDHIDHAM – KUTCH (GUJARAT)**

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

DEENDAYAL PORT AUTHORITY
ONLINE TENDERING (E-Tendering)

Details about tender:

Department Name	Civil Engineering Department
Circle/ Division	TD Division, A.O. Building, Gandhidham (Kutch)-370201.
Tender Notice No.	01- TD/2025
Name of Work	AMC contract for Gardens at A.O.Building for 02 years.
Estimated Contract Value (INR)	Rs. 31,25,844.00
Period of Completion (in Months)	24 Months
Bidding Type	Open
Bid Call (Nos.)	First
Tender Currency Type	Single
Tender Currency Settings	Indian Rupee (INR)
Qualifying Criteria :	<ol style="list-style-type: none"> 1. Average annual financial turnover during the last three ending 31st March, 2024, should be at least Rs. 9.38 lacs. 2. Experience of having successfully completed similar works during last 7 years ending last day of month previous to the one in which applications are invited should be either of the following: <ol style="list-style-type: none"> (i) Three similar completed works each costing not less than Rs. 12.50 lakhs (excluding GST). (ii) Two similar completed works each costing not less than Rs. 15.63 lakhs (excluding GST). (iii) One similar completed work costing not less than Rs. 25.01 lakhs (excluding GST). 3. "Similar Work" means Development/Maintenance of Public Gardens/Horticulture Works 4. Work experience in Private Organisation: If the Bidder has completed works in a private organization as stipulated in the Minimum Qualification Criteria (work experience), the following documents must be enclosed with the BID for consideration:

- **TDS Certificates:** The Bidder must provide TDS certificates issued by the competent authority with respect to the work experience.
- **CA Certificate:** The Bidder must submit a certificate issued by their Chartered Accountant (CA) stating that the amount shown in the TDS certificate has been received with respect to the work experience submitted by the Bidder. This document must be certified by the CA with their stamp, signature, and UDIN/membership number.

Failure to provide these documents will result in the bid being treated as non-responsive.

5. Subcontractor Work Experience: In case the Bidder has carried out work experience as a subcontractor, the following conditions must be met:
 - a) The subcontract experience shall be considered for qualification only, if the work was carried out for Govt./Semi Govt., or Public Limited companies. The Bidder must submit the subcontract permission issued by the respective work authority prior to the execution of the work. It is mandatory to upload the subcontract permission online along with the bid. If the subcontract permission is not authenticated, the respective bidder will be considered non-responsive.
 - b) The completion certificate/Form-3A issued/authenticated by the concerned Government, Semi-Government, or Public Limited companies must be uploaded along with the bid submission.
 - c) The decision taken by DPA with regard to Sub-contract work experience shall be final and binding to bidder.

Joint Venture

Not Allowed

Rebate	Applicable
Bid Document Fee :	Rs 500.00 + 18% GST = Rs. 590.00 (Including GST) (Payment towards tender fee shall be submitted through digital mode/online transfer in the account of Port and proof for transfer with transaction number shall be uploaded)
Bid Document Fee Payable To:	Deendayal Port Authority, Digital mode of Payment at Bank of Baroda Gandhidham Branch Account No. 10080100022427 IFSC code. BARB0GANKUT
Bid Security/ EMD (INR) :	Rs. 31,258.00
Bid Security/ EMD (INR) :	Deendayal Port Authority, Gandhidham Digital mode of Payment at Bank of Baroda Gandhidham Branch Account No. 10080100022427 IFSC code. BARB0GANKUT
Bid Document Downloading Start Date	13/01/2025
Bid Document Downloading End Date	13/02/2025 up to 15:00 Hrs.
Last Date & Time for Receipt of Bids	13/02/2025 upto 15:00 Hrs.
Bid Validity Period	120 days
Condition	<p>The bid/tender not accompanied by Tender Fee, and EMD with UTR/Transaction Number in Preliminary Bid shall not be considered responsive and their technical and price bid will not be opened.</p> <p>In case of Micro and Small Enterprise (MSEs) holding valid certificate issues by any agencies/organization under the Ministry of Micro, Small & Medium Enterprises indicating the list of activity related to the subject tender as per National Industrial Classification-2008 mentioned in the table below only shall become eligible for exemption from payment of Tender Fee/EMD UTR Number. Such bidder shall upload the scanned copy of valid certificate in preliminary bid stage”</p> <p>NIC codes regarding related activity are mentioned</p>

below:

LEVEL	DESCRIPTION
Division-81	SERVICES TO BUILDINGS AND LANDSCAPE ACTIVITY
Group-813	landscape care and maintenance service activities
Class - 8130	landscape care and maintenance service activities
Sub-Class - 81300	Landscape care and maintenance service activities

Such bidder shall upload in preliminary bid a scanned copy of valid certificate as well as duly filled and signed “**Bid Securing Declaration Form**” as per format provided in the tender document failing which the bid shall be considered non-responsive.

Remarks

The above shall be submitted in electronic format through on line (by scanning) while uploading the bid. This submission shall mean that EMD, Tender Fee with respective UTR Number are received. Accordingly, offer of only those shall be opened whose EMD, Tender Fee, are received electronically. Bidder shall send hard copy of tender (sealed & signed of authorized person), and other PQ documents through R.P.A.D./speed post or in person so as to reach to Executive Engineer (TD.), TD Division, Room No, 103, A.O. BUILDING-ANNEX, GANDHIDHAM KACHCHH- 370201, within 7 days from the last date of opening.

Bid Opening

Technical Bid shall be opened on **13/02/2025 16:00**
Date of opening of price bid shall be notified after scrutiny & evaluation of Technical Bid.

Documents required to be submitted by scanning through online

- a. Documents in support of fulfilling qualifying criteria as indicated above.
- b. EMD in form of Digital payment mode.
- c. Tender fee in form of Digital payment mode.
- d. As indicated in clause 4 of section 1 – Instructions to bidders.

Officer- Inviting Bids:

Executive Engineer (TD), TD Division, Annexe, A.O. Building, Gandhidham (Kutch)-370201.

Bid Opening Authority :

Executive Engineer (TD)

Address:

TD Division, Annexe, A.O. Building, Gandhidham (Kutch)-370201.

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 Infotower, S.G. Road,
Bodakdev, Ahmedabad – 380054 (Gujarat).

Contact Details:

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

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

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

non- responsive. However, additional documents required if any for verification of the original documents shall be submitted by the bidder if required by DPA.

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

I. Payment towards EMD shall be submitted through digital mode/online transfer in the account of Port and proof for transfer with transaction number shall be uploaded against EMD as per Board decision.

II. Payment towards tender fee shall be submitted through digital mode/online transfer in the account of Port and proof for transfer with transaction number shall be uploaded towards cost of Tender Fees.

Bid Document.

III. Certificates of Work Experience of successfully completed works issued by the client.

IV. Certificate of Financial Turnover from CA.

V. Any other Document as specified in the Clause-4, Sec-I of the Tender.

VI. Affidavit as per provisions of NIT.

VII. Certificate of Registration for GST and acknowledgement of up to date filed return if required.

SECTION -1

INSTRUCTIONS TO BIDDERS

GENERAL

1. Scope of Bid

- 1.1 The Executive Engineer (TD), DEENDAYAL PORT AUTHORITY, invites bids by E-Tendering for construction of work "**AMC contract for Gardens at A.O. Building for two years.**" detailed in the table given in NIT. The bidders may submit on-line bids for the work detailed in the table given in NIT.
- 1.2 The successful bidder will be expected to complete the work by the intended completion date specified in the contract data.

2. Source of Funds

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

3. Eligible Bidders

- 3.1 The invitation for Bids is open to all eligible bidders meeting the eligibility criteria as defined in Clause No.4
- 3.2 All bidders shall provide in Section-2, form of Bid and Qualification Information, a statement that the Bidder is not associated, nor has been associated in the past, directly or indirectly, with the consultant or any other entity that has prepared the design, specifications, and other documents for the Project Manager for the Contract. A firm that has been engaged by the Employer to provide consulting services for the preparation or supervision of the works, and any of its affiliates, shall not be eligible to bid.
- 3.3 Government-owned enterprises may only participate, if they are legally and financially autonomous, operate under commercial law and are not a dependent agency of the Employer subject to fulfilment of minimum qualifying criteria.
- 3.4 Bidders shall not be under a declaration of ineligibility for corrupt and fraudulent practices issued by the employer.

4. Eligibility Criteria:

- 4.1 Average annual financial turnover during the last three years ending 31st March, 2024, should be at least **Rs. 9.38 lacs.**
- 4.2 Solvency certificate: **Deleted**
- 4.3 Experience of having successfully completed similar works during last 7 years ending last day of month previous to the one in which applications are invited should be either of the following:
 - (i) Three similar completed works each costing not less than **Rs. 12.50 lacs** (excluding GST).
 - (ii) Two similar completed works each costing not less than **Rs. 15.63 lacs** (excluding GST).
 - (iii) One similar completed works costing not less than **Rs. 25.01 lacs.** (excluding GST).

4.4 “Similar Work” means “Development/Maintenance of Public Gardens/Horticulture Works”

4.4.1 Deleted.

4.4.2 Work experience in Private Organisation: If the Bidder has completed works in a private organization as stipulated in the Minimum Qualification Criteria (work experience), the following documents must be enclosed with the BID for consideration:

- **TDS Certificates:** The Bidder must provide TDS certificates issued by the competent authority with respect to the work experience.
- **CA Certificate:** The Bidder must submit a certificate issued by their Chartered Accountant (CA) stating that the amount shown in the TDS certificate has been received with respect to the work experience submitted by the Bidder. This document must be certified by the CA with their stamp, signature, and UDIN/membership number.

Failure to provide these documents will result in the bid being treated as non-responsive.

4.4.3 **Subcontractor Work Experience:** In case the Bidder has carried out work experience as a subcontractor, the following conditions must be met:

- b) The subcontract experience shall be considered for qualification only, if the work was carried out for Govt./Semi Govt./Autonomous Body under Govt. of India or Public Limited companies. The Bidder must submit the subcontract permission issued by the respective work authority prior to the execution of the work. It is mandatory to upload the subcontract permission online along with the bid. If the subcontract permission is not authenticated, the respective bidder will be considered non-responsive.
- b) The completion certificate/Form-3A issued/authenticated by the concerned Government, Semi-Government, or Public Limited companies must be uploaded along with the bid submission.
- c) The decision taken by DPA with regard to Sub-contract work experience shall be final and binding to bidder.

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

4.4.4 NIC codes regarding related activity are mentioned below:

LEVEL	DESCRIPTION
Division-81	SERVICES TO BUILDINGS AND LANDSCAPE ACTIVITY
Group-813	landscape care and maintenance service activities
Class - 8130	landscape care and maintenance service activities
Sub-Class - 81300	Landscape care and maintenance service activities

Such bidder shall upload in preliminary bid a scanned copy of valid certificate as well as duly filled and signed “Bid securing Declaration” as per format provided in the tender document (Sec-IV) failing which the bid shall be considered non-responsive.

4.5 All bidders shall scan and forward the following information and documents with their bids.

- a. Copies of original documents defining the constitution or legal status, place of registration, and principal place of business, written power of attorney of the signatory of the Bid to commit the Bidder.
- b. Total monetary value of construction work performed for each of the seven years.
- c. Experience in works of a similar nature and size for each of the last Five years, and details of works underway or contractually committed, and Employers who may be contacted for further information on those contracts.
- d. Reports on the financial standing of the Bidder, such as profit and loss statements and auditor's reports for the past five years.
- e. Authority to seek references from the Bidder's bankers.
- f. PAN, Registration with GST, Provident Fund Authorities.
- g. EMD (submit scanned copy preliminary bid stage).
- h. Information regarding any litigation, current or during the last five years, in which the Bidder is involved, the parties concerned, and disputed amount.
- i. If GST reimbursement is required, the bidder has to submit letter duly scanned indicating that his rates are exclusive of GST.

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

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

5. One Bid per Bidder

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

6. Cost of Bidding

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

7. Site Visit

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

B. BIDDING DOCUMENTS

8. Content of Bidding Documents

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

Invitation of Bids (NIT)

DC 1	Bid reference
NIT	Invitation to Bidders
SECTION 1	Instructions to Bidders
SECTION 2	Forms of Bid, Qualification Information
SECTION 3	Special Conditions
SECTION 4	Form of Security
SECTION 5	Schedule-A
SECTION 6	Bills of Quantities

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

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

9. Language of Bid

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

10. Documents comprising Bid

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

A) Technical Bid :

(i) Bid Security declaration

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

B) Financial Bid :

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

11. Bid Prices

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

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

11.3 The rates quoted by the bidder shall be fixed for the duration of the Contract and shall not be subject to adjustment on any account, except GST.

12. Currencies of Bid and Payment

12.1 The bidder to quote bid price in percentage above / below/ at par of the Estimated Cost put to tender as mentioned in Schedule-B.

13. Bid Validity

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

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

14. Bid Security (Earnest Money Deposit-EMD)

A. Earnest money Deposit (EMD) shall be Rs. 31,258.00/- to be submitted in form of Digital mode of payment in following Account.

Beneficiary name	:	Deendayal Port Authority
Account No.	:	10080100022427
IFSC code.	:	BARB0GANKUT
Bank & Branch	:	Bank of Baroda, Gandhidham

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

B. EMD of unsuccessful bidders other than L1 and L2 be refunded immediately after ranking of price bids. Earnest Money of L2 will be refunded immediately after entering into agreement with L1 and acceptance of Performance Guarantee from L1.

C. EMD will be refunded suo-motto without any application from the bidders.

D. The Bid Security of the successful bidder will be discharged (refunded) after he has signed the Agreement and furnished the required Performance Security 5%.

E. 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 any arithmetic errors, or

(c) The successful Bidder fails within the specified time limit to

- (i) Sign the Agreement
- (ii) Furnish the required Performance Security.

15. Alternative Proposals by Bidders

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

16. Format and Signing of Bid

16.1 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.

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

C. SUBMISSION OF BIDS

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

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

The envelopes shall

- (a) be addressed to:

The Executive Engineer (TD),
Deendayal Port AUTHORITY,
A.O. Building, TD Division,
Annexe, GF Room No. 105
Gandhidham-Kutch-370201.
Gujarat-State.

- (b) bear the following identification:

Accompaniments for “AMC contract for Gardens at A.O. Building for two years.”.

Bid reference No. **01-TD/2025**

Name and address of the bidder.

18. Deadline of Submission of the Bids

1. Technical Bids must be received by the Employer in On-Line System at website <https://tender.nprocure.com> not later than 16:00 hrs. on 13/02/2025 in the event of the specified date for the submission of bids being declared a holiday by the Employer, the Bids will be received up to the appointed time on the next working day.
2. The Employer may extend the deadline for submission of bids by issuing an amendment in which case all rights and obligations of the Employer and the bidders previously subject to the original deadline will then be subject to the new deadline.
3. At the time of submission of the tender document, the tenderer shall give an undertaking that no changes have been made in document. The uploaded version of the Port Tender Document will be treated as authentic tender and if any discrepancy is noticed at any stage between the Port's tender document and the one submitted by the tenderer, the conditions mentioned in the Port's uploaded document shall prevail. Besides, the tenderer shall be liable for legal action for the lapses.

19. Late Bids

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

20. Modification and Withdrawal of Bids

1. Bidders may modify or withdraw their bids before the deadline prescribed in Clause 18.
2. No Bid can be modified after the deadline for submission of Bids.
3. Withdrawal or modification of a Bid between the deadline for submission of bids and the expiration of the original period of bid validity in Clause 13.1 above or as extended pursuant to Clause 13.2 may result in the forfeiture of the Bid security pursuant of Clause 14 (F).

E. BID OPENING AND EVALUATION

21. Bid Opening

1. On the due date and appointed time as specified in Clause 18, the Employer will first open Technical bids of all bids received including modifications made pursuant to Clause 20. In the event of the specified date for Bid opening being declared a holiday by the Employer, the Bids will be opened at the appointed time on the next working day.
2. If any Bid contains any deviation from the Bids documents and / or if the same does not contain Bid security in the manner prescribed in the Bid documents, then that Bid will be rejected and the Bidder will be informed accordingly. All valid Financial Bids whose technical bids have been determined to be substantially responsive in accordance with Clause 23 hereof, shall be opened on the specified date from declaring the results of the Technical Bid.

22. Clarification of Bids

- 22.1 To assist in the examination and comparison of Bids, the Employer may, at his discretion, ask any Bidder for clarification of his Bid, including breakdown of unit rates. The request for clarification and the response shall be in writing or by Email, but no change in the price of substance of the Bid shall be sought, offered, or permitted.
- 22.2 Subject to Sub-Clause 22.1, no Bidder shall contact the Employer on any matter relating to his bid from the time of the bid opening to the time the contract is awarded. If the Bidder wishes to bring additional information to the notice of the Employer, he should send the same through on line system only.
- 22.3 Any effort by the Bidder to influence the Employer's bid evaluation, bid comparison or contract award decisions, may result in the rejection of his bid.

23. Examination of Bids and Determination of Responsiveness

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

2. A substantially responsive Technical and Financial Bid is one which conforms to all the terms, conditions and specification of the Bidding documents, without material deviation or reservation. A material deviation or reservation is one (a) which effects in any substantial way the scope, quality or performance of the Works; (b) which limits in any substantial way, the Employer's rights or the Bidder's obligations under the contract; or (c) whose rectification would affect unfairly the competitive position of other Bidders presenting responsive Bids. If a Technical Bid is not substantially responsive, it will be rejected by the Employer, and may not subsequently be made responsive by correction or withdrawal of the non-confirming deviation or reservation.

24. Evaluation and Comparison of Bids

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

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

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

F. **AWARD OF CONTRACT**

25. **Award Criteria**

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

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

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

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

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

2. The notification of award will constitute the formation of the Contract subject to the furnishing of a performance security in accordance with the provisions of Clause 28.

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

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

28. **Performance Security**

28.1 Performance guarantee should be 10% of Contract price of which 5% of contract price should be submitted as Bank Guarantee/FDR for the entire amount from any Nationalized/Scheduled Bank (Except Co-operative Banks) from any branch in India preferably from the local branch where the port is situated, or online digital mode of payment within 21 days on receipt of letter of Acceptance/Intent and balance 5% recovered as Retention Money from Running Bills. Recovery of 5% Retention Money to commence from the first RA bill onwards @ 5% of the Bill Value from each bill. Retention Money will be released within 14 days from the date of payment of Final bill.

Balance Performance Guarantee (PG) will be refunded after completion of defect liability period and NOC from Geology as per clause 51, Section 3 and payment of welfare cess of final bill.

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

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

29. Corrupt or Fraudulent Practices

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

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

30. Arbitration Clause

- (i) Except where otherwise provided in the contract all questions and disputes relating to the meaning of the specifications, designs, drawings and instructions here in before mentioned and as to the quality of workmanship or materials used on the work or as to any other question, claim, right, matter or any other thing what so ever, in any way arising out of or relating to the contract, design, drawings, specifications, estimates, instructions, orders or to the conditions or otherwise concerning the works or regarding the execution or

failure to execute the same whether arising during the progress of work or after the completion thereof as described here in after shall be referred to the Chairman for sole arbitration by himself or by any officer appointed by him.

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

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

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

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

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

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

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

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

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

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

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

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

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

SECTION 2

FORMS OF BID, QUALIFICATION INFORMATION

TABLE OF FORMS

- 1. FORM OF BID**
- 2. PRE-QUALIFICATION OF BIDDERS**
- 3. CONTRACT AGREEMENT FORM**

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

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

Name of work: -.....

To
 The Executive Engineer (TD)
 DEENDAYAL PORT AUTHORITY
 Annexe, A.O. Building, Room No. 105
 Ground floor Gandhidham – Pin 370201.
 Dist- Kutch (Gujarat)

We, the undersigned, declare that:

- (a) we have examined and have no reservations to the tender documents, including addenda and clarifications issued 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. -TD/2025.
- (c) our tender shall be valid for the period of 120 days , from the date fixed for the tender submission deadline in accordance with **[ITB Clause 18]**, and it shall remain binding upon us and may be accepted at any time before the expiration of that period or any extended period in accordance with **[ITB Clause 18]**;
- (d) If our tender is accepted, we commit to submit a performance guarantee for the due performance of the contract, as specified in specimen form for the purpose.
- (e) No Joint Venture.
- (f) Our firm, its affiliates or subsidiaries including any subcontractors or contractors for any part of the contract has not been declared ineligible by the port, under laws of India or official regulations in accordance with **[ITB Sub-Clause no.3.4]**
- (g) We understand that this tender, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal contract agreement is prepared and executed in accordance with **[ITB Sub-Clause 27]** and as per specimen from the purpose;
 - I. We understand that you are not bound to accept the lowest evaluated tender or any other tender that you may receive.

II. We also make a specific note clauses of [ITB,NIT] under which the contract is governed.

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

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

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

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

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

PRE-QUALIFICATION OF BIDDERS

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

1. Only for individual bidders:

1.1 Constitution or legal status of bidder (attach copy)

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

2. Turnover of the firm

YEAR	TURN OVER(in Rs.)
2021-22	
2022-23	
2023-24	
Average	

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

3. Similar works

Particulars	Year	No. of works	Value
Total value of completed similar work as defined in the tender document during last 7 years ending in month previous to one in which Bid invited.	2017-18		
	2018-19		
	2019-20		
	2020-21		
	2021-22		
	2022-23		
	2023-24		

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

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

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

5. Additional information bidder may like to submit

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

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

SPECIMEN CONTRACT AGREEMENT

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

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

THIS CONTRACT AGREEMENT is made

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

AGREEMENT

This agreement made this _____ day of _____

between

1. The Board of the Port of Deendayal Port Authority, an autonomous body of the Ministry of Port, Shipping & Waterways of the Government of India, incorporated under Major Port Authority Act, 2021, amended thereafter, under the laws of India and having its principal place of business (Insert: address of Port) (Here in after called the "Board"/Port) and
2. (Insert Name of Contractor) (incorporated under the laws) (Country of Contractor) having its place of Business (insert: address of Contractor) (herein after 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 figures and words, expressed in the contract currency (ies)] (hereafter called "Contract Price")

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

1. Rs. _____ paid in the form of (insert: mode of Payment) at (insert name of Bank), (insert Account No. ,IFSC code,) Bank Guarantee towards 5 % of Contract value as Performance Guarantee.

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this agreement words and expressions shall have the same 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 relating to the said work, viz.
 - (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: [insert Letter of Acceptance No.& Date]
 - (i) Correspondence the employer/board has exchanged with the bidder till and after award of contract vide: [insert W.O.No.&Date].

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:

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 completed work and things in CONTRACT, mentioned or described or which are to be implied there from or may be reasonably necessary for completion of work and the times and In the manner and subject to the terms and conditions or stipulations mentioned in CONTRACT.
4. In consideration of the due provision, execution and completion of work by the Contractor in accordance with the terms of the contract, the employer/board does hereby agree with Contractor that employer/board will pay to Contractor the respective amounts for the work actually done by him and approved by employer/board as per payment terms accepted in contract and payable to Contractor under provisions of contract at such manner as provided for in the contract.
5. 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 here to have caused this agreement to be executed in accordance with the laws [insert name of the contract governing law country] on the day, month and year indicate above.

(insert Contractor's Name and address)

For behalf of the contractor:

WITNESS:(Name,Signature,address)

1. -----

2. -----

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

Chief Engineer
Deendayal Port Authority

For and behalf of the employer/board

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

SECTION 3

CONDITIONS OF CONTRACT AND SPECIAL CONDITIONS

SPECIAL CONDITIONS AND SPECIFICATIONS

Name of Work: - AMC contract for Gardens at A.O. Building for two years.

1. The provision in special condition and specification which form a part of contract have precedence over those specified in General Condition and content in case of diversity if any.
2. The contract shall be valid for 24 months from the date of issue of work order and can be extended for further period, if required by D.P.A.
3. Work shall be carried out in accordance with the best standards of workmanship and to the entire satisfaction of the Engineer-in-charge and as per directions issued from time to time.
4. Rates quoted by the contractor shall be inclusive of all taxes (Except GST), duties, levies imposed by Central/State Govt. from time to time and no claim what-so-ever in this regard shall be entertained.
5. The contractor is expected to have full knowledge of work, work site and nature and magnitude of work and no claim what so ever shall be entertained in this regard.
6. The tender containing conditions for lowering or raising the rates quoted shall be liable for rejection.
7. Income Tax Deduction at prevailing rates and surcharge as applicable on Income Tax shall be made as directed by the Central Board of Direct Taxes, Ministry of Finance, Government of India.
8. The contractor shall be required to execute the work in such a way so as not to cause any damage, hindrance or interference to the activities and work going on in the area adjoining thereof. Any damages shall be repaired by him at his own cost. If he does not repair the damages in reasonable time period, the same will be repaired by Deendayal Port Authority at the sole risk and cost of contractor and amount will be recovered from the bill due.
9. The Engineer-in-charge will be entitled to deduct or adjust any sums of money payable by the contractor executed by him or on his behalf from present contract.

10. All the tools, tackles, plants(in good condition) etc. are required to be brought by the contractor for carrying out the work to the complete satisfaction of Engineer-in-charge without any extra cost.
11. The tender shall remain open for a period of 120 days from the date of opening of Preliminary Bid.
12. Errors and overwriting is not permissible, corrections if any shall be neatly scored out and duly attested.
13. Tender with inscription in Schedule-B or other enclosures will not be considered.
14. All the labour acts, rules and regulations enforce from time to time are to be followed by the contractor.
15. The value of stamps to be affixed on agreement shall be of appropriate value prescribed for bond as per latest provision of law enforce on the date of execution, however, if the contractor furnishes G.P.F. Notes, approval guarantee in respect of or part of security deposit the stamp duty chargeable for the amount shall be prescribed for agreement payable in accordance with the latest provisions of law enforce on the date of execution of the contract. All the cost of stamp duty shall be borne by the contractor.
16. The Bank Guarantee if submitted in lieu of Security Deposit must be from any Nationalized Bank/scheduled Bank (Except Co-Op. Bank) having branch at Gandhidham. Bank Guarantee so required to be submitted by Contractor should be sent directly by the issuing bank by Registered Post (A.D.)
17. The contractor shall maintain a site order book at the site of work and all orders, instructions issued to him from time to time by Engineer-in-charge or his sub-ordinates will be recorded in the site order book. The contractor shall promptly sign each entry in token of having received such orders and instructions and shall be complied with the requirements promptly. The site order book shall be property of the department and shall be handed over to the Engineer-in-charge in good condition on the completion of the work or whenever demanded by the Engineer-in-charge.
18. The rates quoted shall remain firm during the contract period of 24 (Twenty-Four) months. Increase in rates on account of increase in the prices of fuel, hire charges, labour charges, taxes, other charges, etc. or in any other account shall not be allowed.
19. All the precautions regarding safety of workmen shall have to be taken by the contractor at his own cost, and the instructions of Engineer-in-charge in this respect shall have to be followed strictly.

20. The contractor shall in accordance with requirements of Engineer-in-charge, afford all reasonable facilities to any other contractor employed by DEENDAYAL PORT AUTHORITY Board and their workmen for work not included in this contract, which the board may enter into at any time. No disputes on this account shall be entertained.
21. The tender documents submitted by the contractor and correspondence exchanged between him and DEENDAYAL PORT AUTHORITY authorities prior to acceptance of the tender and thereafter shall form a part of agreement even though agreement duly signed is not executed.
22. The tender is liable to be cancelled in case the tenderer himself or any of his employee is found to be an Engineer of gazetted rank or a Government officer employed in an Engineering Department of Government of India or Port Trust within two years of his retirement and does not possess the permission from Government of India for working as a contractor or his employee.
23. The tenderers are not expected to make any post-tender modifications. Hence the tenderers should not make any correspondence regarding the tenders after submission of the same on due date and time. No cognizance of any correspondence shall be taken and if any tenderer persists with the same, necessary action will be initiated against him. All the tenders received on or before the due date and time shall be opened, if otherwise found in order.
24. The contractor shall produce "Permanent Account Number" (PAN) issued by Income Tax Department along with the bids.
25. The bidder shall give an undertaking that they have not made any payment or illegal gratification to any person/authority connected with the bid process so as to influence the bid process and have not committed any offence under the PC Act in connection with the bid.
26. The bidder shall disclose any payment made or proposed to be made to any intermediation (agents etc. in connection with the bid)
27. The contractor shall have to make good all damages done by him to the nearby structures while executing the work and no extra payment shall be made to him on that account.
28. For the purpose of measurements, the method prescribed in the 'Indian Standard' specifications shall be applicable in addition to those prescribed in Boards Schedule of Rates unless stated otherwise in contract. In case of any ambiguity the decision of the Engineer-in-charge shall be final.

29. The notes and data's furnished in DEENDAYAL PORT AUTHORITY, Schedule of Rates in force will be considered for measurement purpose in the case of lead, weight, allowance for voids, co efficient of painting etc. of the materials.

30. The contractor shall have to obtain necessary license from the Assistant Labour Commissioner (Central) Adipur in case he has to engage 10 or more workers on any day during the execution of work.

31. FORCE MAJURE: This will be restricted to natural calamities and acts of God only.

32. While evaluating tender's regards should be paid to National Defense and Security Condition.

33. Payment will be made by RTGS only.

34. Performance Security

- 34.1 Performance guarantee should be 10% of Contract price of which 5% of contract price should be submitted as Bank Guarantee/FDR for the entire amount from any Nationalized/Scheduled Bank (Except Co-operative Banks) from any branch in India preferably from the local branch where the port is situated, or online digital mode of payment within 21 days on receipt of letter of Acceptance/Intent and balance 5% recovered as Retention Money from Running Bills. Recovery of 5% Retention Money to commence from the first RA bill onwards @ 5% of the Bill Value from each bill. Retention Money will be released within 14 days from the date of payment of Final bill. Balance PG will be refunded after completion of defect liability period, and NOC from Geology as per clause 51, Section 3 and payment of welfare cess of final bill.
- 34.2 Successful Bidder has to submit the Performance Security @ 5% of Contract Price within 21 days of receipt of Letter of Acceptance/Intent, failing which the work will not be awarded and the Bid Security i.e. EMD will be forfeited.
- 34.3 The documentary evidence (copy of paid challan in Government Treasury) of welfare cess @1% of work done as amended by Statutory Authority from time to time paid on final bill shall be submitted before releasing the Performance Guarantee.

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.

35. Corrupt or Fraudulent Practices

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

- a. Defines, for the purpose of these provisions, the terms set forth below as follows:
 - I. "Corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution; and
 - II. "fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Employer, and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Employer of the benefits of free and open competition.
 - III. 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.
 - IV. 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.
36. During the execution of work the contractor shall employ only such persons who are careful, perfectly skilled and experienced in his field of work. The Engineer-in-Charge shall be at liberty to object and ask the contractor to remove from the work any person employed by the contractor for execution of work, in the opinion of Engineer-in-Charge, misconducts or he is found negligence in the proper performance of his duties as such persons shall not be again employed on the work without permission of Engineer-in-Charge.
37. The defect liability of period will be 01 years from the date of completion of work.
38. All the materials required for any work shall have to be got approved by Engineer-in-charge before putting them into use or stacking at the site of work.
39. Deleted
40. INFORMATION AND INSTRUCTIONS FOR CONTRACTORS FOR e-TENDERING FORMING PART OF NIT AND TO BE POSTED ON WEBSITE.
 1. Information and instructions for Contractors will form part of NIT and to be uploaded on website.
 2. The intending bidder must have class-III digital signature to submit the bid.

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

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

- I. Bid Securing Declaration Form.
- II. The bid can only be submitted after uploading the mandatory scanned documents such Payment towards tender fee and EMD which shall be submitted through digital mode/online transfer in the account of Port and proof for transfer with transaction number shall be uploaded bid document.

41. Removal of rejected/sub-standard materials

- (a) Whenever any material brought by the contractor to the site of work is rejected, entry thereof should invariably be made in the Site Order Book under the signature of the Assistant Engineer, giving the approximate quantity of such materials.
- (b) As soon as the material is removed, a certificate to that effect shall be recorded by the JE/AE against the original entry, giving the date of removal and mode of removal, including the registration number of the truck and a copy of gate pass wherever applicable..

42. Deviation in quantities

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

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

43. Deriving the Market rates :

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

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

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

44. Bid Document.

- I. Certificates of Work Experience of successfully completed works issued by the client.
- II. Certificate of Financial Turnover from CA.
- III. Affidavit as per provisions of NIT.
- IV. Certificate of Registration for GST and acknowledgement of up to date filed return if required.

45. 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.

46. Arbitration

- (i) Except where otherwise provided in the contract all questions and disputes relating to the meaning of the specifications, designs, drawings and instructions here in before mentioned and as to the quality of workmanship or materials used on the work or as to any other question,

claim, right, matter or any other thing what so ever, in any way arising out of or relating to the contract, design, drawings, specifications, estimates, instructions, orders or to the conditions or otherwise concerning the works or regarding the execution or failure to execute the same whether arising during the progress of work or after the completion thereof as described here in after shall be referred to the Chairman for sole arbitration by himself or by any officer appointed by him.

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

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

- (iii) It is also a term of the contract that no person other than the Chairman himself or any officer appointed by him shall act as arbitrator.
- (iv) It is a term of the contract that only such question and disputes as were raised during progress of work till its completion and not thereafter shall be referred to arbitration. However, this would not apply to the questions and disputes relating to liabilities of parties during the guarantee period after completion of the work.
- (v) It is a term of the contract that the party invoking arbitration shall give a list of disputes with amounts of claim in respect of each said disputes along with the notice seeking appointment of arbitrator.
- (vi) It is also a term of the contract that if the contractor does not make any demand for appointment of arbitrator in respect of any claims/disputes in writing, as aforesaid, within 120 days of receiving the intimation from the Engineer-in-Charge that the final bill is ready for payment, the claim of the contractor shall be deemed to have been waived and absolutely barred and the Port Authority shall be discharged and released of all liabilities under the contract in respect of these claims.
- (vii) It is also a term of the contract that the arbitrator shall adjudicate only such disputes/claims as referred to him by the appointing authority and give separate award against each dispute/claim referred to him. The arbitrator will be bound to give claim wise detail and speaking award and it should be supported by reasoning.

- ‘(viii) The award of the arbitrator shall be final, conclusive and binding on all the parties to the contract.
- ‘(ix) The arbitrator from time to time, with the consent of both the parties, enlarge the time for making and publishing the award.
- ‘(x) Arbitration shall be conducted in accordance with the provision of Indian Arbitration Act, 1996 or any statutory modifications or re-enactment thereof and rules made there under and for the time being in force shall apply to the arbitration proceedings under this clause.
- ‘(xi) It is also a term of the contract that if any fees are payable to the arbitrator, this shall be paid equally by both the parties.
- ‘(xii) It is also a term of the contract that the arbitration shall be deemed to have been entered on the reference on the date he issued the first notice to both the parties calling them to submit their statement of claims and counter statement of claims.
- ‘(xiii) Venue of the arbitration shall be such place as may be fixed by the arbitrator at his sole discretion”.

47. SPECIAL CONDITION IN RESPECT OF CEMENT

1. The Contractor shall procure 53 grade (conforming to IS 269-1989) OPC cement, as required in the work, from reputed manufacturers of cement having a production capacity not less than one million tons or more per annum as approved by the Ministry of Industry, Government of India, and holding license to use ISI certification mark for their product.
2. The supply of cement shall be taken in 50 kg bags bearing manufacture’s name, date of manufacturing, batch number and ISI marking. The cement shall be brought at site in bulk supply of approximately 50 tons or as decided by the Engineer-in-charge. The cement go down of the capacity to store a minimum of 200 bags of cement shall be constructed by the contractor at site of work for which no extra payment shall be made. In case of big projects with mass consumption of cement, the same can be brought in Silos.
3. Samples of cement arranged by the contractor shall be taken by the Engineer-in-charge and got tested in accordance with provisions of relevant BIS codes. In case the test results indicate that the cement arranged by the contractor does not confirm to the relevant BIS codes, the same shall stand

rejected, and it shall be removed from the site by the contractor at his own cost within a week's time of

written order from the Engineer-in-charge to do so. The cement shall be used on the work only after satisfactory test results have been received. The contractor shall supply free of charge the cement required for testing including its transportation cost to testing laboratories. The cost of tests shall be borne by the contractor.

4. Double lock provision shall be made to the door of the cement godown. The keys of one lock shall remain with the Engineer-in-charge or his authorized representative and the keys of the other lock shall remain with the contractor. The contractor shall be responsible for the watch and ward and safety of the cement godown. The contractor shall facilitate the inspection of the cement godown by the Engineer-in-charge at any time.
 5. The actual issue and consumption of cement on work shall be regulated and proper accounts maintained as provided in the contract. The theoretical consumption of cement shall be worked out as per procedure prescribed in the contract and shall be governed by the conditions laid therein. In case the cement consumption is less than theoretical consumption including permissible variation, recovery at the rate so prescribed shall be made. In case of excess consumption, no adjustment need be made.
 6. The damaged cement shall be removed from the site immediately by the contractor on receipt of a notice in writing from the Engineer-in-charge. If he does not do so within 3 days of receipt of such notice, the Engineer-in-charge shall get it removed at the cost of contractor.
 7. The cement procured by the contractor should not have aged more than 6 weeks.
48. GST Clause: - The contractor shall quote the price exclusive of GST. The contractor shall be paid extra to the contractor after producing GST invoice as per the certified Bill by the department. However, element of GST shall not consider for evaluation of bid.

TDS ON GST

TDS provision under Acts, 2017 are in force from 01.10.2018 and accordingly TDS under GST act will be deducted @ 2 % (1% CGST and 1% SGST or 2% IGST) from payment / credit given to contractor/professional and other for work order /contract exceeding Rs. 2,50,000/-

“Contractor/service provider/supplier etc. has to ensure timely and proper filling of GSTR-I so that DEENDAYAL PORT AUTHORITY can avail input tax credit in timely manner. In case DPT not allowed input tax credit due to failure on part of the

contractor/service provider/supplier etc., it will be a financial loss to the DPA and therefore same shall be recovered from the payment/deposit of the contractor/service provider/supplier.”

49. The contractor has to engage minimum following labour and machinery per day / per month at the site as shown below:

Sr. No.	Items	Qty
1	No. of Mazdoor/Malhi	5 no's per Day
2	Lawn/grass cutter	2 day per month
3	Tractor with trolley	1 Day per month

Penalty: If the contractor fails to engage the required qty. of labour and machinery as stipulated in the tender at any day, following are found absent during the day, penalty shall be recovered in running bill 1.5 times of below details as under:

- I. Labour ₹ 714/- per day.
- II. Tractor with trolley 1200/- per day.
- III. Lawn/ Grass Cutter – 120/Day.

50. Water required for the plants, garden, semi-carpet lawn etc. will be provided by department free of cost.

51. All royalties of materials quarry fees etc. payable by contractor directly to the authorities concerned & rates tendered shall be deemed to be inclusive of all charge before claiming refund of security deposit and the contractor shall produce No dues certificate from the Geology & Mining Department, Bhuj.

52. Individual quantity for any tender items of work may vary to any extent as required by DPA for which the contractor shall not submit any dispute/claim what-so-ever, so long as the total amount of such variation does not exceed plus or minus 30 % of the Total contract value awarded.

53. Special Condition for Minimum Wages

- a) The Contractor should ensure that the rates quoted by the bidder 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, New Delhi from time to time.
- b) If a firm quotes rates less than the minimum wages w.r.t Schedule-B, the financial bid shall be treated as unresponsive and will not be considered.
- c) All bids received not complying to above clause will be rejected and will not be considered for further evaluation.

d) In such cases, the next lowest bidder, who fulfils the above condition will be considered as L-1 for further evaluation.

54. The payment to the workers deployed by the Contractor should be paid through their respective bank account only. The contractor has to submit the bills along with documentary proof for payments made to the labour through the bank.

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

CONTRACTOR

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

SECTION 4

FORMS OF SECURITIES AND OTHER FORMATS

FORM OF SECURITIES AND OTHER FORMATS

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

SPECIMEN BANK GUARANTEE PERFORMANCE

GUARANTEE/ SECURITY DEPOSIT

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

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

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

(Name of the contractor/s) Under the terms and conditions of the contract, vide _____'s letter No _____

(Name of the Department)

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

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

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

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

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

4. We, _____ further agree with the Board that the
(Name of Bank and Branch)

guarantee herein contained shall remain in full force and effect during the period that would be taken for performance of the said contract and that it shall continue to be enforceable till all the dues of the Board under or by virtue of the said contract have been fully paid and its claims satisfied or discharged or till the

(Name of the user department)

of the said certifies that the terms and conditions of the said contract have been fully and properly carried out by the said Contractors and accordingly discharge this guarantee. PROVIDED HOWEVER that the Bank shall be the request of the Board but at the cost of the Contractors, renew or extend this guarantee for such further period or periods as the Board may require from time to time.

5. We, _____ further agree with the Board that the
(Name of Bank and Branch)
Board shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said contract or to extend the time of performance by the said contract or to extend the time of performance by the said Contractors from time to time or to postpone for any time or from time to time any of the powers exercisable by the board against the said Contractors and to forebear or enforce any of the terms and conditions relating to the said contract and we shall not be relieved from our liability by reason of any such variation or extensions being granted to the contractors or for any forbearance, act or omission on the part of the Board or any indulgence shown by the board to the Contractors or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.
6. This guarantee will not be discharged due to the change in the constitution of the Bank or the Contractor(s).
7. It is also hereby agreed that the Courts in Gandhidham would have exclusive jurisdiction in respect of claims, if any, under this Guarantee.
8. We, _____ Bank lastly undertake not to revoke this guarantee during its currency except with the previous consent of the Board in writing.
9. Notwithstanding anything contained herein:
 - (a) Our liability under this Bank Guarantee shall not exceed Rs. _____ (Rupees _____ only);
 - (b) This Bank Guarantee shall be valid upto _____ ; and
 - (c) We are liable to pay the guarantee amount or any part thereof under this Bank Guarantee only and only if you serve upon us a written claim or demand on or before _____ (date of expiry of Guarantee).”
Date _____ day of _____ 20
For (Name of Bank)
(Name)
Signature

Annexure – “II”

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

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

DECLARATION BY THE PARTY :-

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

Signature of the Party
With the seal

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

(Project Title)

Ref:

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

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

Date:

Place:

Name of the Applicant:

Represented by (Name & Capacity)

<p style="text-align: center;">SPECIMEN LETTER OF AUTHORITY FOR SUBMISSION OF BID (To be executed on Rs.300/- non Judicial Stamp Paper)</p>

To

Dear Sir,

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

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

[Specimen signature]

Yours faithfully,

Signature:

Name & Designation:

For & on behalf of:

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

Bid Securing Declaration Form

Date: _____ Tender No. _____

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

I/We. The undersigned, declare that:

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

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

- a) have withdrawn/modified/amended, impairs or derogates from the tender, my/our Bid during the period of bid validity specified in the form of Bid; or
- b) having been notified of the acceptance of our Bid by the purchaser during the period of bid validity (i) fail or reuse to execute the contract, if required, or (ii) fail or refuse to furnish the Performance Security, in accordance with the Instructions to Bidders.

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

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

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

SECTION 5

(Schedule-A)

SECTION 6

BILL OF QUANTITY(Schedule-B)