

# DEENDAYAL PORT AUTHORITY



**Tender No.: CME/Mech.Division/1529**

**MECHANICAL ENGINEERING DEPARTMENT**

**TENDER FOR**

**"Hiring of 02 Nos. each Truck Mounted Mist Cannon system and Truck Mounted Road Sweeper system along with manpower for period of three years at DPA"**

## **OFFICE**

Office of Marine Engineer Grade -1  
A.O. Building,  
Ground Floor, Room No 11  
Deendayal Port Authority  
Gandhidham  
Kutch, Gujarat – 370201.

[rajdeo.kumar@deendayalport.gov.in](mailto:rajdeo.kumar@deendayalport.gov.in)  
[mech.marine@deendayalport.gov.in](mailto:mech.marine@deendayalport.gov.in)  
[mech.div.kpt@gmail.com](mailto:mech.div.kpt@gmail.com)

## **CONTENTS OF TENDER DOCUMENT**

**Bid Reference No. CME/Mech.Division/1529**

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## **DEENDAYAL PORT AUTHORITY**

### **TENDER NOTICE NO. CME/Mech.Division/1529**

Marine Engineer Grade -1, DPA, CME Liaison Office, Ground Floor A.O Building, Gandhidham – 370201, Tel. No. 02836- 270484 invites tender inOnline e- tendering system for the work of " Hiring of 02 Nos. each Truck Mounted Mist Cannon system and Truck Mounted Road Sweeper system along with manpower for period of three years at DPA" at the estimated cost of Rs. 5,04,44,160.00 (Five Crores Four Lakhs Forty-Four Thousand One Hundred Sixty only) per Annum. **Tender fee of Rs. 5,900/- (including GST)** through online transfer in Bank of Baroda, Gandhidham Branch, **a/c no.: 10080100022427, IFSC Code: BARBOGANKUT and EMD of Rs. 5,04,442.00 (Rupees Five Lakhs Four Thousand Four Hundred Forty-Two only) in the form of Bank Guarantee as per enclosed format Form-6A in Section IV).** In case of Micro and Small Enterprise (MSEs) holding valid certificate issued by any agencies/organization underThe Ministry of Micro, Small and Medium Enterprises indicating the list of activity related to the subject tender as per National Industrial Classification -2008 mentioned in the Sub class Nos. **36000, 45101, 45102** only shall become eligible for exemption from payment of tender fee/EMD shall become eligible for exemption from payment of tender fee/EMD. **Such bidder shall also upload the scanned copy of valid & relevant certificate on (n) procure website along with 'Bid Securing Declaration Form' (Section-IX) in preliminary bid failing which the bid shall beconsidered non-responsive.** The last date of downloading: **15.05.2025 up to 14:00 hrs.** Last date and time of submission of E-tender only on website <https://tender.nprocure.com> **15.05.2025 up to 14:30 hrs.** Date and time for opening of e-tender: **15.05.2025 at 15:00 hrs.** Tendershall be downloaded from web site: <https://tender.nprocure.com> and also available on <http://www.deendayalport.gov.in>

**Corrigendum, if any, will be placed on website only.**

**Sd./-  
Marine Engineer Grade -1  
Deendayal Port Authority**

## **Notice Inviting Online Tender**

### **Details about tender:**

<b>Department Name</b>	<b>Mechanical Engineering Department</b>
<b>Circle/ Division</b>	<b>Mechanical Division, Deendayal Port Authority</b>
<b>Tender Notice No.</b>	CME/Mech.Division/1529
<b>Name of Project</b>	"Hiring of 02 Nos. each Truck Mounted Mist Cannon system and Truck Mounted Road Sweeper system along with manpower for period of three years at DPA"
<b>Name of work</b>	"Hiring of 02 Nos. each Truck Mounted Mist Cannon system and Truck Mounted Road Sweeper system along with manpower for period of three years at DPA"
<b>Estimated Contract Value (INR)</b>	Rs. 5,04,44,160.00 (Five Crores Four Lakhs Forty-Four Thousand One Hundred Sixty only) per annum.
<b>Period of Completion</b>	The Contract shall be effective from the date of receipt of Work-Order and only after successful deployment of 02 Nos. each Truck Mounted Mist Cannon system and Truck Mounted Road Sweeper system, Operation & Maintenance of truck mounted systems is to be done by contractor for next three years at DPA.
<b>Bidding Type</b>	Open
<b>Bid Call (Nos.)</b>	1 <sup>st</sup>
<b>Tender Currency Type</b>	Single Currency
<b>Tender Currency Settings</b>	Indian Rupee (INR)
<b>Joint Venture/ Consortium:</b>	<b><u>Allowed (Further, kindly refer Clause No 6 of Section –I )</u></b> <ul style="list-style-type: none"><li>• The number of partners in JV/Consortium shall be limited to maximum of two.</li><li>• In case of JV to qualify experience in similar works, merging of work order value executed by one or two 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.</li><li>• Lead partner should have executed at least one similar work costing Rs. 201.78 Lakhs as per Minimum Eligibility Criteria.</li></ul>

	<ul style="list-style-type: none"> <li>The works reckoned for the above purpose are those executed by the tenderer as prime contractor or proportionately as member of JV or as a sub-contractor, authorized and approved by the Employer of the work(s) against which the tenderer has claimed his experience. Further they may upload the scanned permission letter for sub-contractor issued by principle (main client) otherwise the bid shall stand non-responsive.</li> </ul> <p>In the case of bid submitted by JV/ Consortium, the lead partner of the JV shall meet the Minimum Eligibility Criteria of Financial Turnover.</p>
<b>Rebate</b>	Not applicable
<b>Bid Document Fee:</b>	<p><b>Tender fee of Rs. 5,900/- (including GST)</b> through online transfer in Name of beneficiary: Deendayal Port Authority, Bank of Baroda, Gandhidham Branch, <b>a/c no.: 10080100022427, IFSC Code: BARBOGANKUT.</b> Scan copy of RTGS no. and date of transfer may be uploaded on (n) procure website in Preliminary bid.</p> <p>In case of Micro and Small Enterprise (MSEs) holding valid certificate issued by any agencies/organization under TheMinistry of Micro, Small and Medium Enterprises indicating the list of activity related to the subject tender as per NationalIndustrial Classification -2008 mentioned below, only shall become eligible for exemption from payment of tender fee/EMD. <b>Such bidder shall also upload the scannedcopy of valid &amp; relevant certificate on (n) procure website along with 'Bid Securing Declaration Form' (Section-IX) in preliminary bid failing which the bid shall be considered non-responsive.</b></p>

	<table border="1"> <thead> <tr> <th>Code / Sub-class</th><th>Description</th></tr> </thead> <tbody> <tr> <td>Sub-class 36000</td><td>Water collection, treatment and supply</td></tr> <tr> <td>Sub-class 45101</td><td>Wholesale and retail sale of new vehicles (passenger motor vehicles, ambulances, minibuses, jeeps, trucks, trailers and semi-trailers)</td></tr> <tr> <td>Sub-class 45102</td><td>Wholesale and retail sale of used motor vehicle</td></tr> </tbody> </table>	Code / Sub-class	Description	Sub-class 36000	Water collection, treatment and supply	Sub-class 45101	Wholesale and retail sale of new vehicles (passenger motor vehicles, ambulances, minibuses, jeeps, trucks, trailers and semi-trailers)	Sub-class 45102	Wholesale and retail sale of used motor vehicle
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Sub-class 36000	Water collection, treatment and supply								
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Sub-class 45102	Wholesale and retail sale of used motor vehicle								
<b>Bid Doc Fee Payable to</b>	Deendayal Port Authority, Gandhidham								
<b>Bid Security/ EMD (INR):</b>	<p><b>Rs. 5,04,442.00 (Rupees Five Lakhs Four Thousand Four Hundred Forty-Two only) in the form of Bank Guarantee as per enclosed format Form-6A in Section IV).</b> Scan copy of BG to be uploaded on (n) procure website in Preliminary bid. BG towards EMD issued by Nationalised / Scheduled (except Co-operative) banks having its branch at Gandhidham is only acceptable</p> <p>In case of Micro and Small Enterprise (MSEs) holding valid certificate issued by any agencies/organization under The Ministry of Micro, Small and Medium Enterprises indicating the list of activity related to the subject tender as per National Industrial Classification -2008 mentioned earlier in the above table, only shall become eligible for exemption from payment of tender fee/EMD. <b>Such bidder shall also upload the scanned copy of valid &amp; relevant certificate on (n) procure website along with 'Bid Securing Declaration Form' (Section-IX) in preliminary bid failing which the bid shall be considered non-responsive.</b></p>								
<b>Bid Security/ EMD (INR) In Favour of:</b>	Deendayal Port Authority, Gandhidham								
<b>Bid Document Downloading Start Date</b>	<b>15.04.2025 from 1200 hrs.</b>								
<b>Bid Document Downloading End Date</b>	<b>15.05.2025 up to 1400 hrs.</b>								
<b>Pre-Bid Meeting</b>	<b>28.04.2025 at 1600 hrs.</b>								

<b>Date &amp; Place of Pre-Bid Meeting</b>	Deendayal Port Authority In the chamber of CME AO Building Gandhidham Kutch – Gujarat – 370201
<b>Last Date &amp; Time for Online submission of Bids</b>	<b>15.05.2025 up to 1430 hrs.</b>
<b>Bid Validity Period</b>	120 Days
<b>Condition</b>	<p><b>Tender fee of Rs. 5,900/- (including GST)</b> through online transfer in Name of beneficiary: Deendayal Port Authority, Bank of Baroda, Gandhidham Branch, <b>a/c no.: 10080100022427, IFSC Code: BARBOGANKUT and EMD of Rs. 5,04,442.00 (Rupees Five Lakhs Four Thousand Four Hundred Forty-Two only) in the form of Bank Guarantee as per enclosed format Form-6A in Section IV).</b> Scan copy of RTGS no. and date of transfer, and scan copy of BG shall be uploaded on (n) procure website in Preliminary bid. BG towards EMD issued by Nationalised / Scheduled (except Co-operative) banks having its branch at Gandhidham is only acceptable.</p> <p>In case of Micro and Small Enterprise (MSEs) holding valid certificate issued by any agencies/organization under The Ministry of Micro, Small and Medium Enterprises indicating the list of activity related to the subject tender as per National Industrial Classification -2008 mentioned earlier in the above table, only shall become eligible for exemption from payment of tender fee/EMD. <b>Such bidder shall also upload the scanned copy of valid &amp; relevant certificate on (n) procure website along with 'Bid Securing Declaration Form' (section-IX) in preliminary bid failing which the bid shall be considered non-responsive.</b></p>
	<p><b>Also, scanned copy of Integrity Pact Agreement (Form-6) duly signed by the bidder and one witness (witness sign also to be obtained by the bidder) is required in preliminary bid, otherwise, the bid will be treated as non-responsive and shall be rejected.</b> Such bidder shall also upload the scanned copy of valid &amp; relevant certificate.</p> <p>Accordingly, offer of those bidders shall only be opened whose Tender Fee, Bid security i.e. EMD and Integrity Pact Agreement is received Electronically in the preliminary bid.</p> <p>However, for the purpose of realization, bidder shall send the same in original to ME GR-1 at the time of tender opening or send the same by hand/courier/RPAD/Speed post so as to reach the ME GR-1, Deendayal Port Authority, A.O. Building, within 07 days from the date of opening of tender, without fail.</p>

<b>Remarks</b>	Submission of tender fee & EMD fees online transaction details and other documents in physical format during office hours within seven (7) days from the date of opening of tender by hand/courier/ RPAD/Speed post to the CME Department, Office of M.E. Gr.-I, Ground Floor, Room No 11, A.O. Building, Gandhidham (Kutch) – 370 201. Phone No.: 02836-220636/ 270484.
<b>Preliminary Bid Stage Bid Opening Date</b>	<p>Preliminary Bid will be opened on 15.05.2025 @ 1500 hrs.</p> <p>Technical Bid of Preliminary qualified bidders only will be opened on later date. Price bid shall be opened of Technically qualified bidders only will be opened on later date.</p> <p><b><u>Note:</u></b></p> <p><i><b>Scanned copy of EMD, tender fees, Site Visit form &amp; Integrity Pact Agreement (Form-6) duly signed by the bidder and one witness (witness sign also to be obtained by the bidder) is also required in preliminary bid criteria. Otherwise, the bid will be treated as non-responsive &amp; shall be rejected.</b></i></p>
<b>Documents required to be submitted by scanning through online</b>	<p><b>a. Tender fee of Rs. 5,900/- (including GST) through online transfer in Name of beneficiary: Deendayal Port Authority, Bank of Baroda, Gandhidham Branch, a/c no.: 10080100022427, IFSC Code: BARBOGANKUT and EMD of Rs. 5,04,442.00 (Rupees Five Lakhs Four Thousand Four Hundred Forty-Two only) in the form of Bank Guarantee as per enclosed format Form-6A in Section IV). Scan copy of RTGS no. and date of transfer, and scan copy of BG shall be uploaded on (n) procure website in Preliminary bid. BG towards EMD issued by Nationalised / Scheduled (except Co-operative) banks having its branch at Gandhidham is only acceptable.</b></p> <p>In case of Micro and Small Enterprise (MSEs) holding valid certificate issued by any agencies/organization under The Ministry of Micro, Small and Medium Enterprises indicating the list of activity related to the subject tender as per National Industrial Classification-2008 mentioned earlier in the above table, only shall become eligible for exemption from payment of tender fee/EMD shall become eligible for exemption from payment of <b>scanned copy of valid &amp; relevant certificate on (n) Form' (section-IX) in preliminary bid failing which the bid shall be considered non-responsive.</b></p> <p><b>b. Documents required under clause no.4.2 of Section-I.</b></p> <p>For the purpose of realization, the bidder shall send all Within 7 days from the last date of opening of preliminary bid through post or by hand, without fail.</p>
<b>Officer Inviting Bids</b>	Marine Engineer Grade -1
<b>Bid Opening Authority</b>	Marine Engineer Grade -1



<b>Address</b>	Marine Engineer Grade -1Deendayal Port Authority Ground Floor, Room No 11 A.O Building Gandhidham Kutch – Gujarat– 370201
<b>Contact</b>	Email: <a href="mailto:rajdeo.kumar@deendayalport.gov.in">rajdeo.kumar@deendayalport.gov.in</a> <a href="mailto:narendra.karkoti@deendayalport.gov.in">narendra.karkoti@deendayalport.gov.in</a> <a href="mailto:mech.marine@deendayalport.gov.in">mech.marine@deendayalport.gov.in</a> Contact No.: +91 9428851871 / 9825303781
<b>Integrity Pact</b>	<p><b>Integrity Pact Agreement (Form-6) duly signed by the bidder and one witness (witness sign also to be obtained by the bidder) is also required to be submitted in preliminary bid, failing which the bid shall be treated as non-responsive and shall be rejected.</b></p> <p><b>However, in case of any technical glitch due to which if any potential bidder is unable to upload the IP Agreement, then he/she shall submit the Hard Copy of the duly 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.</b></p>
<b>Pre-Qualification Criteria for eligible bidders.</b>	<p>The Tenderer shall fulfill the following pre-qualification criteria:</p> <p><b>A. <u>Financial Eligibility:</u></b> Average Annual financial turnover during the last 3 years, ending 31<sup>st</sup> March of previous financial year, should be at least Rs. 151.33 Lakhs certified by chartered accountant and issued a certificate on their letterhead along with UDIN No.</p> <p><b>B. <u>Technical Eligibility:</u></b></p> <p>Experience of having successfully completed similar works or on-going similar works, completed one-year or more with satisfactory performance certificate separately or combined, during last 7 years ending last day of month previous to the one in which applications are invited should be either of the following:</p> <p>i) Three similar completed / on-going works, each costing not less than the amount equal to Rs. 201.78 Lakhs (excluding GST), <b>or</b>,</p> <p>ii) Two similar completed / on-going works, each costing not less than the amount equal to Rs. 252.22 Lakhs (excluding GST), <b>or</b>,</p> <p>iii) One similar completed / on-going works costing not less than the amount equal to Rs. 403.55 Lakhs (excluding GST).</p> <p><b><u>Note:</u></b></p> <p>(a) A copy of the completion certificate in respect of the successfully completed</p>

similar work.

For on-going similar works, the tenderer shall submit satisfactory performance certificate in place of completion certificate from the employer indicating contract value for the completed period of the contract for qualification. Completed value of work as on last day of month previous to the one in which applications are invited should be considered for qualifying criteria.

(b) A copy of detail work order should also be submitted for which the bidder is submitting the completion/satisfactory performance certificate. Such certificates should be issued on the letter head of the client and invariably reflect the following details:

- (1) Name of Contractor
- (2) Name of Work
- (3) No. of work order/agreement and date
- (4) Contract value
- (5) Contract period
- (6) Date of commencement of work
- (7) Date of completion
- (8) Value of Work executed during the contract period/original contract period.
- (9) Date of issue of completion certificate.

(c) In case the similar work has been executed for any private body, the bidder will be required to produce the tax deducted at source (TDS) certificate indicating the income tax deducted by the client for that work, which will form the basis for assessing the value of completed work.

**IMPORTANT:**

- i. The value of similar works submitted by the bidder will be brought to current cost level by enhancing the actual value of work with the multiplication factor as detailed below for assessing the eligibility of the bidder under experience.

The base year shall be taken as the Financial Year ending in 2024.

Financial Year	Multiplication Factor
2023- 2024	1.0
2022- 2023	0.99
2021- 2022	1.09
2020- 2021	1.23
2019- 2020	1.24
2018- 2019	1.26
2017- 2018	1.32

- ii. As the qualifying criteria is based on the annual cost, the similar completed work in single work accurately reflects the annual cost of the work.
- iii. In case a work is started prior to 07 (seven) years, ending last day of month previous to the one in which tender is invited, but completed in last 07 (seven) years, ending last day of month previous to the one in which tender is invited, the completed work shall be considered only for the duration pertaining to last seven years' criteria for fulfilment of credentials.
- iv. If a work is physically completed and completion certificate to this extent

is issued by the concerned organization but final bill is pending, such work shall be considered for fulfilment of credentials.

- v. In case of work consisting of multiple services/items submitted to avail the for fulfillment of the technical credential, only the part of work and amount shall be considered pertaining to similar works criteria.

### **C. Site Visit:**

Upload duly signed document given at Section-VIII towards evidence of site visit. (The bidder who has not physically visited the site and not uploaded document given at Section-VIII, will be declared technically disqualified. The date of physical visit of site should be the date invariably prior to date of opening of preliminary bid. The mandatory site visit and uploading of document are exempted if there is declared travel restriction by central/state government).

- D.** Bidders who meet the minimum qualification criteria will be qualified only if their available bid capacity is more than the total bid value. The available bid capacity will be calculated as under:

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

Where, —( N ) = Number of years prescribed for completion of the subject contract.

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

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

Financial Year

<b>Financial Year</b>	<b>2023-24</b>	<b>2022-23</b>	<b>2021-22</b>	<b>2020-21</b>	<b>2019-20</b>	<b>2018-19</b>	<b>2017-18</b>
<b>Index</b>	151.4	152.5	139.4	123.4	121.8	119.8	114.9
<b>Multiplying Factor</b>	1.00	0.99	1.09	1.23	1.24	1.26	1.32

**IMPORTANT:**

- (i) The value of annual turnover is not to be considered towards —A as

	<p>mentioned in the formula.</p> <p>(ii) The information may be provided as per the format given at Section-X.</p>
<b>Similar Works</b>	<p>"Similar Works" means, the bidder shall have experience of</p> <ol style="list-style-type: none"> <li>1) Supply of truck mounted Mist Cannon system or truck mounted Road Sweeper system separately or combined at Port Sectors/Central Govt./ State Govt./PSU/ any other reputed private organizations.</li> </ol> <p style="text-align: center;"><b>OR</b></p> <ol style="list-style-type: none"> <li>2) O&amp;M of truck mounted Mist Cannon system, or , truck mounted Road Sweeper system separately or combined at Port Sectors/Central Govt./ State Govt./PSU/ any other reputed private organizations .</li> </ol> <p style="text-align: center;"><b>OR</b></p> <ol style="list-style-type: none"> <li>3) Hiring of truck mounted Mist Cannon system, or truck mounted Road Sweeper system separately or combined at Port Sectors/Central Govt./ State Govt./PSU/ any other reputed private organizations.</li> </ol> <p style="text-align: center;"><b>OR</b></p> <ol style="list-style-type: none"> <li>4) Combination of any of the (1), (2) &amp; (3)</li> </ol>

**NOTE:**

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

(n) Code Solutions-A division of GNFC Ltd.,

(n) Procure Cell 403, GNFC Info tower, S.G. Road, Bodakdev, Ahmedabad – 380054 (Gujarat)

**Contact Details:**

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

**BSNL:** +91-79-26854511, 26854512, 26854513 (EXT: 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)

**Sd./-**

**Marine Engineer Grade -1  
Deendayal Port Authority**

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## **Section – I**

### **Instruction to Bidders**

#### **A. GENERAL**

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

- 1.1 The Marine Engineer Grade -1, Deendayal Port Authority invites bids by E- Tendering from the interested eligible bidder for the work as mentioned in the notice inviting online tender. All bids shall be completed and submitted on-line in accordance with instruction to the bidders.
- 1.2 The successful bidder will be expected to complete the works by the intended completion period.

##### **2. Source of funds**

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

##### **3. Eligible Bidders**

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

- 3.1 The invitation for Bids is open to all eligible bidders meeting the eligibility criteria as defined in clause regarding Eligibility Criteria.
- 3.2 All bidders shall fill the forms provided in Section – IV to be submitted by Bidders with their bids.
- 3.3 Government-owned enterprises may participate if they are legally and financially autonomous, operate under commercial law and are not a dependent agency of the employer subject to fulfillment 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 The Bidders shall fulfill the following pre-qualification criteria:

<b><u>FINANCIAL QUALIFICATION</u></b>		
<b>Sr. No.</b>	<b>Pre-Qualifying Criteria</b>	<b>Supporting Documents</b>
A)	Average Annual financial turnover during the last 3 years, ending 31 <sup>st</sup> March of previous financial year, should be at least Rs. 151.33 Lakhs certified by chartered accountant.	Turnover Certificate issued by the Chartered Accountant along with UDIN No. on their letterhead.
<b><u>TECHNICAL QUALIFICATION</u></b>		
<b>Sr. No.</b>	<b>Qualifying Criteria</b>	<b>Supporting Documents</b>
B)	<p>Experience of having successfully completed similar works or on-going similar works, completed one-year or more with satisfactory performance certificate separately or combined, during last 7 years ending last day of month previous to the one in which applications are invited should be either of the following:</p> <p>i) Three similar completed / on-going similar works, each costing not less than the amount equal to Rs. 201.78 Lakhs (excluding GST), <b>or,</b></p> <p>ii) Two similar completed / on-going similar works, each costing not less than the amount equal to Rs. 252.22 Lakhs (excluding GST), <b>or,</b></p> <p>iii) One similar completed / on-going similar works costing not less than the amount equal to Rs. 403.55 Lakhs (excluding GST).</p>	
	<p><b><u>Note:</u></b></p> <p>(a) A copy of the completion certificate in respect of the successfully completed similar work. For on-going similar works, the tenderer shall submit satisfactory performance certificate in place of completion certificate from the employer indicating contract value for the completed period of the contract for qualification. Completed value of work as on last day of month previous to the one in which applications are invited should be considered for qualifying criteria.</p> <p>(b) A copy of detail work order should also be submitted for which the bidder is submitting the completion certificate. Such completion certificate should be issued on the letter head of the client and invariably reflect the following details:</p> <ol style="list-style-type: none"> <li>(1) Name of Contractor</li> <li>(2) Name of Work</li> <li>(3) No. of work order/agreement and date</li> <li>(4) Contract value</li> <li>(5) Contract period</li> <li>(6) Date of commencement of work</li> <li>(7) Date of completion</li> <li>(8) Value of Work executed during the contract period/original contract period.</li> <li>(9) Date of issue of completion certificate.</li> </ol> <p>(c) In case the similar work has been executed for any private body, the bidder will be required to produce the tax deducted at source (TDS) certificate indicating the income</p>	

tax deducted by the client for that work, which will form the basis for assessing the value of completed work.

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- ii. As the qualifying criteria is based on the annual cost, the similar completed work in single work accurately reflects the annual cost of the work.
- iii. In case a work is started prior to 07 (seven) years, ending last day of month previous to the one in which tender is invited, but completed in last 07 (seven) years, ending last day of month previous to the one in which tender is invited, the completed work shall be considered only for the duration pertaining to last seven years criteria for fulfilment of credentials.
- iv. If a work is physically completed and completion certificate to this extent is issued by the concerned organization but final bill is pending, such work shall be considered for fulfilment of credentials.
- v. In case of work consisting of multiple services/items submitted to avail the for fulfillment of the technical credential, only the part of work and amount shall be considered pertaining to similar works criteria.

**C) Site Visit:**

Upload duly signed document given at **Section-VIII** towards evidence of sitevisit. (The bidder who has not physically visited the site and not uploaded document given at **Section-VIII**, will be declared technically disqualified. The date of physical visit of site should be the date invariably prior to date of opening of preliminary bid. The mandatory site visit and uploading of document are exempted if there is declared travel restriction by central/state government)

**D)**

Bidders who meet the minimum qualification criteria will be qualified only if their available bid capacity is more than the total bid value. The available bid capacity will be calculated as under:

Assessed Available Bid capacity =  $A \times N \times 2 - B$ ,

Where, — (N) = Number of years prescribed for completion of the subject contract.

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

—(B) = Value at current price level of existing commitments and ongoing

	<p>works to be completed in the next 'N' years. The Bidder shall furnish statements showing the value of existing commitments and ongoing works as well as the stipulated period of completion remaining for each of the works preferably countersigned by the Nodal Office or his nominee-in charge.</p> <p>Financial Year</p> <table><tr><th>Financial Year</th><th>2023-24</th><th>2022-23</th><th>2021-22</th><th>2020-21</th><th>2019-20</th><th>2018-19</th><th>2017-18</th></tr><tr><td>Index</td><td>151.4</td><td>152.5</td><td>139.4</td><td>123.4</td><td>121.8</td><td>119.8</td><td>114.9</td></tr><tr><td>Multiplying Factor</td><td>1.00</td><td>0.99</td><td>1.09</td><td>1.23</td><td>1.24</td><td>1.26</td><td>1.32</td></tr></table> <p>IMPORTANT:</p> <p>i. The value of annual turnover is not to be considered towards —A   as mentioned in the formula.</p> <p>ii. The information may be provided as per the format given at Section-X.</p>								Financial Year	2023-24	2022-23	2021-22	2020-21	2019-20	2018-19	2017-18	Index	151.4	152.5	139.4	123.4	121.8	119.8	114.9	Multiplying Factor	1.00	0.99	1.09	1.23	1.24	1.26	1.32
Financial Year	2023-24	2022-23	2021-22	2020-21	2019-20	2018-19	2017-18																									
Index	151.4	152.5	139.4	123.4	121.8	119.8	114.9																									
Multiplying Factor	1.00	0.99	1.09	1.23	1.24	1.26	1.32																									
E)	<p><b>“Similar Works” definition</b></p>	<p>“Similar Works” means, the bidder shall have experience of</p> <p>1) Supply of truck mounted Mist Cannon system or truck mounted Road Sweeper system separately or combined at Port Sectors/Central Govt./ State Govt./PSU/ any other reputed private organizations.</p> <p style="text-align: center;">OR</p> <p>2) O&amp;M of truck mounted Mist Cannon system or truck mounted Road Sweeper system separately or combined at Port Sectors/Central Govt./ State Govt./PSU/ any other reputed private organizations.</p> <p style="text-align: center;">OR</p> <p>3) Hiring of truck mounted Mist Cannon system, or truck mounted Road Sweeper system separately or combined at Port Sectors/Central Govt./ State Govt./PSU/ any other reputed private organizations.</p> <p style="text-align: center;">OR</p> <p>4) Combination of any of the (1), (2) &amp; (3)</p>																														

INSTRUCTIONS FOR UPLOADING OF SCANNED DOCUMENT ON BIDDING PORTAL (i.e. N-procure Portal)		
Sr. No.	Instruction	Precautions
1	There should not be any bulk scanning and uploading of all bidding documents. For example, along with work/supply order its related documents such as completion certificate and performance certificate can be bulk scanned and uploaded by giving specific name of the documents e.g., name of client. In case along	The required bidding document should be scanned in high quality pdf. The scanned copy should be clear and visible.



	<p>with the documents related to similar work experience, the bidder also scans and includes average annual turnover certificate and uploads it, DPA will not be responsible for finding and tracing out the same in all the scanned documents uploaded by the bidder on (n) procure bidding portal.</p> <p>Every document should be specifically named and separately uploaded for its identification.</p>	<p>No unrelated document should be scanned and included with the specific set of scanned documents.</p> <p>Every document should be specifically named and separately uploaded for its identification.</p>
2	<p>The document related to techno-financial criteria should invariably be scanned and uploaded on (n) procure bidding portal.</p> <p>Preliminary and Techno-financial qualification will be done on the basis of documents uploaded on bidding portal only.</p> <p>DPA may seek shortfall information connected to documents uploaded on bidding portal from the bidders. However, DPA is not bound to call for any shortfall information from the bidders. No fresh documents submitted by the bidder for techno commercial qualified will be considered for any purpose.</p>	<p>The required bidding document should be scanned in high quality pdf. The scanned copy should be clear and visible.</p> <p>The scanned pdf file should invariably be given specific name for its identification e.g. turn over certificate etc.</p> <p>Every document should be specifically named and separately uploaded for its identification.</p>

#### **4.2 All bidders shall scan and forward legible scanned copies of 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 Bidder to commit the Bid.
- b. Reports on the financial standing of the Bidder, such as profit and loss statements and auditor's reports for the past three years ending 31st March of the previous financial year with UDIN Number.
- c. Duly filled Forms mentioned in Section – IV.
- d. PAN, Registration with GST, Provident Fund Authorities.
- e. EMD in the form of Bank Guarantee & Tender fee should be paid through online transfer in Bank of Baroda, Gandhidham Branch, from Nationalized/Scheduled bank. BG towards EMD issued by Nationalised / Scheduled (except Co-operative) banks having its branch at Gandhidham is only acceptable. Legible scan copy of RTGS no. and date of transfer shall send for the purpose of realization.
- f. Information regarding any litigation, current or during the last five years, in which the Bidder is involved, the parties concerned, and disputed amount.
- g. A certificate by the bidder that they have not been banned / blacklisted by any govt. Agency.
- h. Power of attorney (duly accompanied by resolution of Board in case of company).
- i. Qualifications and experience of key site management and technical personnel proposed for the contract.
- j. The proposed methodology and program of work, backed with equipment planning and deployment, duly supported with broad calculations and quality control procedures proposed to be adopted justifying their capability of execution and completion of the work as per technical specifications within the stipulated period of completion as per milestones **(Not Applicable)**.
- k. Bidders should give an undertaking letter duly stating that the documents submitted by them in support of their credentials are genuine and DPA is at liberty to take any action against the bidder if the said documents are found to be non- genuine.
- l. Bidders should give an undertaking that they will comply to the specifications of the work

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- including terms and conditions in total without any deviation.
- m. At the time of submission of tender document, the bidder shall give an undertaking that no changes have been made in the document.

**Note: All uploaded scanned copy should be self-attested & stamped and duly notarized, where applicable.**

**4.3 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, non – completion of the contract.

**5. One Bid per Bidder**

- 5.1 Each bidder shall submit only one bid. A bidder who submits more than one Bid will cause all the proposals with the Bidder's participation to be disqualified and forfeiture of EMD.

**6. Joint Venture**

- 6.1 In case of association in the form of consortium or joint venture agreement, the members of the association shall nominate one of the members as "lead partner" for participating in the tender and signing all the documents related therewith up to signing of agreement and execution of all the contractual obligations thereafter (in case of award of contract). All the partners of the association must also, jointly, and severally, be responsible for satisfactory execution and performance of the contract. The contractors with at least 26% equity holding each shall be allowed to jointly meet the eligibility criteria.

**6.2 *Conditions for bid submission by Joint Venture:***

- (i) The number of partners in JV/Consortium shall be limited to maximum of two.
- (ii) In case of JV to qualify experience in similar works, merging of work order value executed by one or two 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, on-going works. Only no. of work orders executed by members of JV shall be merged to evaluate experience.
- (iii) Lead partner should have executed at least one similar work costing Rs. 201.78 Lakhs as per Minimum Eligibility Criteria
- (iv) The works reckoned for the above purpose are those executed by the tenderer as prime contractor or proportionately as member of JV or as a sub-contractor, authorized and approved by the Employer of the work(s) against which the tenderer has claimed his experience. Further they may upload the scanned permission letter for sub-contractor issued by principle (main client) otherwise the bid shall stand non-responsive.
- (v) In the case of bid submitted by JV/ Consortium, the lead partner of the JV shall meet the Minimum Eligibility Criteria of Financial Turnover.
- (vi) Companies/Contractors may jointly undertake contract/contracts. The number of partners in JV/Consortium shall be limited to maximum of two.

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- Each entity would be jointly and severally responsible for completing the task as per the contract, however declaration of the Lead member (JV has to designate one partner as Lead Member in their MOU) to be indicated by bidders. The firms with at least 26% equity holding each are allowed to jointly meet the eligibility criteria.
- (vii) A legally binding Joint venture / Consortium Agreement signed by authorized signatories of all the partners of the JV/Consortium, as per the Proforma / Forms at Section -4, shall be enclosed with the bid.
  - (viii) Power of attorney duly executed and signed by legally authorized signatories of all the partners, authorizing the Lead Partner (a) to submit bid, negotiate and conclude contract and incur all liabilities therewith on behalf of the partner(s) of the JV/Consortium during the bidding process; and (b) in the event of a successful bid, to incur liabilities and receive instructions for and on behalf of the partner(s) of the JV /Consortium and to carry out the entire execution of the contract including payment, exclusively through Lead Partner, as per the Proforma / Forms at Section -4, which shall be duly authenticated by a notary public or equivalent certifying authority, shall be enclosed with the bid.
  - (ix) The bid and in the case of the successful bidder, the Agreement, shall be signed and / or executed in such a manner for making it legally binding on all partners (including operative parts of the ensuing Contract in respect of Agreement of Arbitration, etc.). The Contract shall be signed by legally authorized signatories of all partners.
  - (x) The Lead Partner shall be authorized to receive instructions for and on behalf of the partners of the Joint venture and entire execution of the Contract including payment shall be carried out exclusively through the Lead Partner. A Statement to this effect should be included in the Joint Venture Agreement.
  - (xi) All partners of the Joint Venture shall be liable jointly and severally for the execution of the Contract in accordance with the Contract terms, and a Statement to this effect should be included in the Joint Venture Agreement.
  - (xii) Bid Security as required shall be furnished by Lead Member of Joint venture.
  - (xiii) Performance Guarantee, as required, will be furnished by Lead Member of Joint venture.
  - (xiv) Participation by a firm in more than one JV /Consortium is not permissible. A firm who submits bid on individual capacity is not eligible to be a partner of a JV /Consortium. In case a firm's name appears in more than one bid then both application may be rejected.
  - (xv) Each partner must submit the complete documentation, or portions applicable thereto, required qualifying the firm for bidding.
  - (xvi) All the partners of the JV/Consortium shall be jointly and severally liable for due performance, recourse/sanctions within the joint venture in the event of default of any partner and arrangements for providing the required indemnities.
  - (xvii) Notwithstanding demarcation or allotment of work among the partners, each partner shall be liable for non-performance of the whole contract irrespective of their demarcation or share of work.
  - (xviii) The Lead Partner shall be authorized to act on behalf of the JV/Consortium.
  - (xix) All the correspondences between the Employer and the contractor shall be routed through the Lead Partner.
  - (xx) In the event of default by the Lead Partner, it shall be construed as default of the Contractor; and Employer will take action under relevant clause(s) of the Bid Document and/or General Terms and Conditions of Contract.

- (xxi) An undertaking that all the partners are jointly and severally liable to the Employer for the performance of the contract shall be enclosed with the bid.
- (xxii) In the event of any partner leaving the JV, it shall be intimated to the Employer within 30 days by other partner(s). Failure to do so shall be construed as default of the contractor and the Employer may take action under relevant clause(s) of the Bid Document and/or General Terms and Conditions of Contract.
- (xxiii) The contractor shall not alter its composition or legal status without the prior written permission of the Employer. Failure to do so shall be construed as default of the contractor and the Employer may take action under relevant clause(s) of the Bid Document and/or General Terms and Conditions of Contract.
- (xxiv) One of the partners of JV/Consortium should have downloaded the bid documents.

## **7. Cost of Bidding**

- 7.1 The Bidder shall bear all costs associated with the preparation and submission of its Bid and employer will in no case be responsible and liable for those costs regardless of the conduct or outcome of the bidding process.

## **8. Site Visit**

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

## **B. Bidding Documents**

### **9 Content of Bidding Documents**

- 9.1 The set of bidding documents comprises the documents listed in the below and addenda issued in accordance with clause 9:

#### **Bid Reference No. CME/Mech.Division/1529**

<b>NIT</b>	<b>Invitation for Bids</b>
<b>Section I</b>	<b>Instruction to Bidders</b>
<b>Section II</b>	<b>General Conditions of Contract</b>
<b>Section III</b>	<b>Special Conditions of Contract</b>
<b>Section IV</b>	<b>Forms of Bid</b>
<b>Section V</b>	<b>Scope of Work</b>
<b>Section VI</b>	<b>Bill of Quantities</b>
<b>Section VII</b>	<b>Drawings</b>
<b>Section VIII</b>	<b>Site Visit Report</b>
<b>Section IX</b>	<b>Bid Security Declaration Form</b>

- 9.2 The bidding documents shall be downloaded. The documents should be completely filled and submitted through online E – Tendering process.
- 9.3 The bidder is expected to carefully examine all instructions, conditions of contract, forms,

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terms, technical specifications, bill of quantities, in the bid document. Failure to comply with the requirements of the bid document shall be at the bidder's own risk. Bids which are not substantially responsive to the requirements of the tender documents shall be rejected.

## **10. Clarifications of the Bidding Documents.**

10.1 A prospective bidder requiring any clarification of the bidding documents may notify the employer in writing. The employer may respond to any request for clarification which are received within seven days prior to date of pre-bid meeting. The clarifications shall be uploaded on Website <https://tender.nprocure.com> and [www.deendayalport.gov.in](http://www.deendayalport.gov.in).

10.2 Pre-Bid meeting.

- 1) The bidder or his official representative may attend pre-bid meeting to be held at Chamber of CME on 28.04.2025 at 1600 hrs. The bidders/representative of bidders who wish to attend the Pre-Bid meeting shall furnish the authority letter on the letter head of Bidder, for attending the Pre-Bid Meeting on behalf of bidder at the time of Pre-Bid Meeting. The bidders shall submit their queries in the tender on or before the pre-bid meeting date.
- 2) The purpose of the meeting will be to clarify issues related to work and tender conditions.
- 3) Pre – Bid clarifications will be uploaded in <https://tender.nprocure.com> or [www.deendayalport.gov.in](http://www.deendayalport.gov.in) website without disclosing source of enquiry.
- 4) Non-attendance at the pre-bid meeting will not be a cause for disqualification of a bidder.
- 5) At any time prior to the deadline for submission of Bids, employer may, for any reason, whether at its own initiative or in response to a clarification sought by any prospective bidder, modify the bidding documents by amendment / addendum.
- 6) Those bidders who download the tender document from the website shall be solely responsible to check the web site for the amendment issued in shape of Corrigendum and/or Addendum.

## **11. Language of Bid**

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

## **12. Documents comprising the Bid**

The bid submitted by the bidder shall comprise the following:

### **A) Preliminary Bid:**

- (i) E.M.D. Fees, Tender Fees, Site visit form and Integrity Pact Agreement.

### **B) Technical Bid:**

- (i) Qualification information in accordance to clause of **Eligibility Criteria** shall be submitted.

### **C) Financial Bid:**

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

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### 13. Bid Prices

- 13.1 The rates and prices quoted by the bidder shall be fixed for the duration of the contract and shall not be subject to adjustment on any account.
- 13.2 The prices shall be quoted inclusive of all taxes, duties, and other incidentals charges like transportation, loading, unloading, boarding & lodging etc. except GST and should remain firm till completion of work. Applicable GST on the taxable value of supply of Goods or Services or both covered in this tender/contract will be paid by Port on production of bill mentioning GSTIN. Applicable Statutory recoveries including TDS under Income Tax, TDS under GST acts will be deducted/ recovered while accounting for or making payments to the contractor as per the applicable laws.

### 14. Currencies of Bid and Payment

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

### 15. Bid Validity

- 15.1 Bids shall remain valid for a period of 120 days from the date of opening of the Technical Bid. A bid valid for a shorter period shall be rejected by the employer as non-responsive.
- 15.2 In exceptional circumstances, prior to expiry of the original time limit, the employer may request the bidders to extend the period of validity for additional period. The request and the bidders' responses shall be made in writing. A bidder may refuse the request for which no penal action will be taken against the bidder.
- 15.3 request and the bidders' responses shall be made in writing. A bidder may refuse the request for which no penal action will be taken against the bidder.
- 15.4 A bidder agreeing to the request will not be permitted to modify his bid.

### ( C ) Bid Security (Earnest Money Deposit-EMD) :

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

- 16.1 The tender shall be accompanied by Earnest Money Deposit of **Rs. 5,04,442.00 (Rupees Five Lakhs Four Thousand Four Hundred Forty-Two only)** tender not accompanied with EMD shall not be considered & their technical and price bid will not be opened. The Earnest Money shall be deposited in **the form of Bank Guarantee as per enclosed format (Form-6A in Section IV)**. Legible Scan copy of BG to be uploaded on (n) procure website in Preliminary bid.

In case of Micro and Small Enterprise (MSEs) holding valid certificate issued by any agencies/organization under The Ministry of Micro, Small and Medium Enterprises indicating the list of activity related to the subject tender as per National Industrial Classification -2008 mentioned in NIT above only shall become eligible for exemption from payment of tender fee/EMD. Such bidder shall also upload the scanned copy of valid& relevant certificate on (n) procure website along with 'Bid Securing Declaration Form'(section-IX) in preliminary bid failing which the bid shall be considered non-responsive. **It may be noted that exemption certificate issued by any other authority willnot be entertained.**

### (a) EMD

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- (i) The EMD of successful Bidder will be refunded on submission of performance guarantee (in *Form 8*) as per the tender clause and executing the agreement (in *Form 11*) as per tender clause. The EMD of unsuccessful bidders other than L1 & L2 be refunded immediately after ranking of Bids. Earnest Money of L2 bidder shall be refunded immediately after entering into agreement with L1 and acceptance of Performance Guarantee from L1.
  - (ii) EMD will be refunded suo-motto without any application from the Bidders.
  - (iii) The EMD of successful bidder will be discharged (refunded) after he has signed the Agreement and furnished the required Performance Guarantee.
  - (iv) Earnest Money Deposit will not carry any interest.

**(b) The EMD may be forfeited if,**

- (i) The bidder withdraws the Bid after Bid opening during the bid validity.
- (ii) The bidder does not accept the correction of the Bid-Price, pursuant to any arithmetic errors.
- (iii) The successful Bidder fails within the specified time limit to
  - a) sign the Agreement or
  - b) furnish the required Performance Guarantee
- (iv) the bidder submits more than one bid.

**17. Alternative Proposals by Bidders**

- 17.1 Conditional offer or Alternative offers will not be considered in the process of tender evaluation and will be disqualified accordingly.

**18. Format and Signing of Bid**

- 18.1 The Price Bid to be submitted on-line shall be signed digitally by a person or persons duly authorized to sign on behalf the Bidders.

**19. Amendment of Bidding Documents**

- 19.1 Before the deadline for submission of bids, the Employer may modify the bidding documents by using addenda.
- 19.2 Any addendum thus issued shall be part of the bidding documents and shall be communicated in writing or by cable to all the purchasers of the bidding documents. Prospective bidders shall acknowledge the receipt of each addendum by cable to the Employer.
- 19.3 To give prospective bidders reasonable time in which to take an addendum into account in preparing their bids, the Employer shall extend as necessary the deadline for submission of bids.

**(D) Bid Submission of Bids:**

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## 20. Submission of Bids

Bidders who wish to participate in the tender will have to procure/should have legally valid Digital Certificate, as per Information Technology Act-2000, using which they can sign their electronic bids. The bidders can procure the Digital Certificate from (n) code solutions a division of GNFC Ltd, who are licensed certifying authority by Government of India. All bids should be digitally signed. For details regarding Digital signature certificate and related matters, the bidder may contact the following address:

(n) Code Solutions, A Division of GNFC,  
301 GNFC Info tower, Bodakdev,  
Ahmedabad. Tel. 91 79 26857316/17/18 Fax: 91 79 26857321  
Mobile: 9327084190 / 9898589652.  
E-mail: [nprocure@gnvfc.net](mailto:nprocure@gnvfc.net).

The accompaniments to the tender documents as described under Clause 4.2 shall be Scanned and submitted On-Line along with Tender documents. However, the originals/attested hard copies along with tender documents (except Price Bid), signed on bottom of each page in token of acceptance of Tender Conditions and shall have to be forwarded subsequently so as to reach the office of Marine Engineer Grade -1 within 7 days of opening of the tenders.

### 20.1 The envelopes shall be addressed to:

Marine Engineer Grade -1  
A.O. Building,  
Ground Floor, Room No 11  
Deendayal Port Authority  
Gandhidham  
Kutch, Gujarat – 370201.  
[rajdeo.kumar@deendayalport.gov.in](mailto:rajdeo.kumar@deendayalport.gov.in)  
[mech.marine@deendayalport.gov.in](mailto:mech.marine@deendayalport.gov.in)

And bear the following identification:

Accompaniments for " **Hiring of 02 Nos. each Truck Mounted Mist Cannon system and Truck Mounted Road Sweeper system along with manpower for period of three years at DPA.**"

**Bid reference No. CME/Mech.Division/1529**

**Name and address of the bidder.**

## 21. Deadline of Submission of the Bids

**21.1** Bids must be received by the employer in On-Line System at websites <https://tender.nprocure.com> not later than **15.05.2025 up to 1430 hrs.**

21.2 At the time of submission of the tender document, the Bidder shall give an undertaking that no changes have been made in document. The uploaded version of the Port Tender Document at <https://tender.nprocure.com> websites will be treated as authentic tender and if any discrepancy is noticed at any stage between the Port's tender document and the one submitted by the Bidder, the conditions mentioned in the Port's uploaded



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document on <https://tender.nprocure.com> websites shall prevail.

21.3 The employer may extend the deadline for submission of bids by issuing an amendment on DPA website as well as on <https://tender.nprocure.com> 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.

21.4 In case of tender documents being downloaded from the web site, at the time of submission of (the hard copy of) the tender document, the tenderer shall give an undertaking that no change has been made in document. Any discrepancy is noticed at any stage between the port's tender document uploaded on <https://tender.nprocure.com> and the one submitted by the Tenderer, the conditions mentioned in the port's tender document uploaded on <https://tender.nprocure.com> shall prevail. Besides, the Tenderer shall be liable for legal action for the lapses.

## **22. Late Bids**

22.1 After the deadline of submission of bid, the bids cannot be submitted in the On-Line System.

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

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

23.2 No Bid can be modified after the last date for submission of Bids.

23.3 Withdrawal or modification of a Bid between the deadline for submission of bids and the expiration of the original period of bid validity including extension, if any. The bidder can be disqualified from the bidding process of DPA for a period of 03 years, may result in the forfeiture of Bid security i.e., EMD.

## **E. Bid Opening and Evaluation**

### **24. Bid Opening**

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

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

24.3 If any Bid contains any deviation from the Bid documents and / or if the same does not contain Bid security i.e., E.M.D. fees and tender fees in the manner prescribed in the Bid documents, then that Bid will be rejected, and the Bidder will be informed accordingly.

24.4 The bids which are technically qualified, their financial bids will be opened. The date of opening of financial bid will be declared in the <https://tender.nprocure.com> and [www.deendayalport.gov.in](http://www.deendayalport.gov.in)

24.5 The price bid i.e., BOQ will be opened only those bids qualify technically.

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## **25. Clarification of Bids**

- 25.1 To assist in the examination and comparison of Bids, the employer may, at his discretion, ask any Bidder for clarification of his Bid, including breakup of unit rates. The request for clarification and the response shall be in writing, but no change in the price of substance of the Bid shall be sought, offered, or permitted.
- 25.2 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.
- 25.3 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.

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

- 26.1 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
  - (c) is accompanied by the required E.M.D fees and tender fees;
  - (d) is responsive to the requirements of the Bidding documents.
  - (e) GST number to be quoted invariably by the bidder.
- 26.2 A substantially responsive Technical and Financial Bid is one which conforms to all the terms, conditions and specification of the Bidding documents.
- 26.3 If a Technical Bid is not substantially responsive, it will be rejected by the employer, and may not subsequently be made responsive by correction or withdrawal of the non-confirming deviation or reservation.

## **27. Evaluation and Comparison of Bids**

- 27.1 The employer will evaluate and compare only the Bids determined to be responsive.
- 27.2 In evaluating the Bids, the employer will determine for each Bid the evaluated Bid price by adjusting discounts, if any.
- 27.3 If in the opinion of Engineer in Charge, the rate quoted by successful bidder is abnormally high/low compared to the estimated cost of the work, the employer may ask the bidder to produce detailed price analysis for all items of the bill of quantities.

## **E. Award of Contract**

### **28. Award Criteria**

The employer will award the work to the bidder whose bid has been evaluated to be

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techno – commercially responsive and the lowest evaluated total amount of BOQ subject to submission of agreement and performance security.

The employer, if so required, reserves the right to: **(Not Applicable)**

- a) Split the work and award the work in Favour of more than one contractor,
- b) Award the work separately as supply, execution, Operation & Maintenance/Operation/Maintenance as applicable.

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

The employer reserves the right to accept or reject any bid and to cancel the bidding process and reject all bids without assigning any reasons, at any time prior to the award of contract, without thereby incurring and liability to the affected bidder or bidders of the grounds for Employer's action.

**30. Letter of Acceptance:**

The Chief Mechanical Engineer will issue the Letter of Acceptance (Form No.7) intimating the successful bidder about the proposed pre-acceptance of tender.

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

- i) The Bidder whose Bid has been accepted will be notified for the award by the employer prior to expiration of the Bid validity period by confirmation in writing. In this letter (hereinafter and in the Conditions of Contract called the "Letter of Acceptance") the contract amount, completion period of the work, etc. will be mentioned in line with the tender conditions.
- ii) The notification of award will constitute the formation of the Contract subject to the furnishing of a performance security in accordance with the provisions of tender condition.
- iii) The Agreement will be submitted by successful Bidder within 14 days (National Bid) 28 days (Global Bid) of issue of the notification of award (Letter of Acceptance). The agreement will incorporate all correspondence between the employer and the successful bidder.

**32. Contract Agreement:**

32.1 The agreement on stamp paper shall be furnished by the Contractor as per the following guidelines within 14 days (National Bid) 28 days (Global Bid) from the date of issue of Letter of Acceptance.

- (i) The successful Bidder will be required to execute an agreement at his expense on Three Hundred Rupees (Rs.300/-) Non-Judicial Stamp Paper in the proper departmental format (Form 11) for the due and proper fulfillment of the contract within 14 days (National Bid) 28 days (Global Bid) from the date of Letter of Acceptance.

32.2 Pending preparation and execution of the contract agreement as above, the tender

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submitted by the Contractor together with Chief Mechanical Engineer's letter /fax accepting the tender shall constitute a binding contract between the Board and the Contractor.

32.3. The contract period shall be reckoned from the date of issue of Work-order to commence the work. Party has to submit the followings after issue of LOA as:

- i) The original agreement as per the format attached with the tender should be executed on a stamp paper of appropriate value (at present Rs.300/-)
- ii) The Agreement should be submitted in duplicate and the date of execution is to be kept blank.
- iii) Each page of the document is to be signed by the Contractor/ his authorized representative by indicating his full name.
- iv) If the Contractor is a partnership contractor, then a copy of the Partnership Deed and in case it is a Company, a copy of Memorandum and Articles of Association along with Registration Certificate is to be submitted.
- v) If the agreement is signed by a Partner/ a Director/ an authorized person of the contractor, in such case, a certified true copy of the power of attorney/ letter of authority given by the contractor/ company to the signatory of the contractor is to be submitted.
- vi) The entire agreement should be in type written form/ computer printed form.
- vii) Leaving blanks and insertion of some contents of the agreement with hand writing should be avoided.
- viii) All corrections/ additions made in the agreement are to be initialed.

### **33. Performance Security**

Security deposit shall consist of two parts; a) Performance Guarantee to be submitted after issue of LOA, and b) Retention money to be recovered from Running Bills.

- 33.1 Security deposit shall be 10% of the contract price, of which 5% of contract price should be submitted in **Online Digital Transfer or FDR or in form of Bank Guarantee** issued from Nationalized/ Scheduled bank (except co-operative banks), having its branch at Gandhidham, within 21 days on receipt of Letter of Award and balance 5% to be 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 refunded within 14 days from the date of payment of final bill. Balance SD will be refunded immediately not later than 14 days from completion of contract period.
- 33.2 Successful Bidder has to submit the Performance security @ 5% of Contract price within 21 days of receipt of Letter of Award (LOA), failing which the work will not be awarded and the Bid Security i.e., EMD will be forfeited.
- 33.3 The Port Authority will also be at liberty to deduct from performance guarantee or from any sums of money due or that may become due under any contract with the contractor that may become due to the employer. This is without prejudice to the rights of the employer under the terms of the contract. The Bank Guarantee is required to be dispatched by the issuing bank directly to The Employer by Registered AD Post.
- 33.4 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

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of bid security i.e., EMD.

- 33.5 The Bank Guarantee is required to be dispatched by the issuing bank directly to The Employer by Registered AD Post.
- 33.6 The bank guarantee towards performance guarantee cum security deposit will be accepted in the form of bank guarantee from any nationalized bank / scheduled bank (except Co-operative Bank) having its branch at Gandhidham.
- 33.7 The Port Authority may at their option forfeit the Performance Guarantee cum Security Deposit if the contractor fails to carry out the work or perform or observe the conditions of contract.
- 33.8 In case of submission of fraudulent documents with regard to Bank Guarantee against Performance Security by the Bidder shall be treated as major violation of the Tender procedure and in such cases, Blacklisting the contractor for the next three years.
- 33.9 The Performance Guarantee cum Security Deposit will be released as mentioned in Clause 33.1 above.
- 33.10 If applicable, 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

#### **34. Issue of Work Order**

Work order will be issued indicating the Contract value, completion period etc. after submission of Performance Security Deposit and Contract Agreement on Non- Judicial Stamp Paper by the successful bidder as per Tender Conditions.

#### **35. Time Schedule**

The Contract shall be effective from the date of receipt of Work-Order and only after successful deployment of 02 Nos. each Truck Mounted Mist Cannon system and Truck Mounted Road Sweeper system, Operation & Maintenance of truck mounted systems is to be done by contractor for next three years at DPA.

The period of supply, testing & successful deployment of 02 Nos. each Truck Mounted Mist Cannon system and Truck Mounted Road Sweeper system shall be up to 45 days, from the date of receipt of work order.

#### **36. Corrupt or Fraudulent Practices**

- 36.1 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 the following for the purpose of these provisions:
    - (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

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- 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/contract if he at any time determines that the Bidder has engaged in corrupt or fraudulent practices in competing for or in executing, the contract.

### **37. Integrity Pact**

The bidder has to execute Integrity pact agreement with Deendayal Port Authority (As per agreement enclosed). Shri Amiya Kumar Mohapatra, IFoS (Retd.) and Dr. Gopal Dhawan, Ex-CMD, MECL have been appointed as Independent External Monitor Integrity Pact, whose address is as under:

- |                                                                                                                                                                                                               |                                                                                                                                                                                                                                                                                               |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| (1) Shri Amiya Kumar Mohapatra, IFoS (Retd.)<br>Qrs. No. 5/9, Unit-9, Bhoi Nagar,<br>Bhubaneswar-751022.<br>Mobile No. 9437002530<br><u>email: <a href="mailto:amiyaifs@gmail.com">amiyaifs@gmail.com</a></u> | (2) Dr. Gopal Dhawan, Ex-CMD, MECL,<br>House No. 120, Jal Shakti Vihar<br>(NHPC Society) P4, Builders Area,<br>Greate Noida Gautam Budh Nagar,<br>Utter Pradesh- 201315.<br>Mobile No. 8007771467<br><u>email: <a href="mailto:gdhawangeologist@gmail.com">gdhawangeologist@gmail.com</a></u> |
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The bidder (witnesses sign also to be arranged by bidder) has to sign and seal and uploads the scanned copy of Integrity Pact form (as per agree form enclosed) in preliminary bid along with the Tender Fees and EMD, failing which the bid shall be considered non responsive. Original hard copy of the same along with the tender documents shall have to forwarded subsequently so as to reach the Marine Engineer Grade -1, within 7 days of opening of the tender failing which tender shall be considered irrelevant.

**Sd./-**

**Signature & Seal  
of Contractor**

**Marine Engineer Grade -1  
Deendayal Port Authority**

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## **SECTION – II**

### **GENERAL CONDITIONS OF CONTRACT**

#### **GENERAL CONDITIONS**

**1. Definitions**

In the Contract (as hereinafter defined) the definition of the following words and expressions shall have the meanings hereby assigned to them except where the context otherwise requires:

- a. **"Employer"** means Board of Authorities of Deendayal Port, a body corporate under the Major Port Authorities Act, 2021, by notification issued by the Government of India, acting through its Chairman, Dy. Chairman or Chief Mechanical Engineer or any other officers so nominated by the Board.
- b. **"Contractor"** means the person or persons, contractor, corporation or company whose tender has been accepted by the employer and includes the Contractor's servants, agents and workers, personal representatives, successors and permitted assigns.
- c. **"Contract"** means and includes Tender Documents, Instructions to Bidders, General Conditions of Contract, Drawings, Specifications, and Schedules etc., any amendments thereto, Bid, Letter of Acceptance, Contract Agreement and the work order.
- d. **"Contract Price"** means the total sum of money to be paid by the employer to the contractor on timely completion of the contract work as per Contract including payment for extra work, i.e. as per defined and applicable items of the terms of payment, including any taxes and excise duties to be paid to state or central Government, except GST.
- e. **"Specifications"** means the specification referred to in the tender documents and any modifications thereof or additions thereto or amendments thereto as may be from time to time be furnished or approved in writing by the employer.
- f. **"Chief Mechanical Engineer"** shall mean the Chief Mechanical Engineer of Deendayal Port Authority.
- g. **"Work" or "Works"** shall mean the whole of the plant and materials to be provided and work to be done executed or carried out by the contractor under the contract.
- h. The **"Site"** shall mean the whole of the premises, buildings and grounds in or upon which the system or works is or are to be provided, executed, erected, done or carried out.
- i. The **"Schedule"** shall mean the schedule or Schedules attached to the specifications.

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- j. The **"Drawings"** shall mean the drawings, issued with the specification which will ordinarily be identified by being signed by the Chief Mechanical Engineer and any further drawing submitted by the contractor with his tender and duly signed by him and accepted or approved by the Chief Mechanical Engineer and all other drawings supplied or furnished by the contractors or by the Chief Mechanical Engineer in accordance with these contract conditions.
  - k. **"Trials" and "Tests"** shall mean such trials and tests as are provided for in these conditions of contract and described in the specification and shall include all other tests to be carried out as per the requirement of the 'employer'.
  - l. **"Approved" or "Approval"** shall mean approval in writing.
  - m. **"Engineer-in-charge/Nodal officer"** shall mean any officer/Engineer authorized by Chief Mechanical Engineer for purpose of this contract.
  - n. **"Day"** means calendar days, **"months"** are calendar months.
  - o. **"Equipment"** is the contractor's machinery and vehicles brought temporarily to the site to construct the works.
  - p. **"Material"** is all supplies, including consumables, used by the contractor for incorporation in the works.
  - q. **"Plant"** is any integral part of the works which is to have mechanical, electrical, electronic or chemical or biological function.

## **2.0 Use of Contract Document:**

The Contractor shall not, without prior consent, make use of any document except for the purpose of performing this contract.

## **3.0 Change Orders:**

At any time during the execution of the contract, by a written notice to the Contractor, changes may be made in the general scope of contract. The Engineer In-charge (EIC), with due approval of competent authority, may make any changes in the quality and/or quantity of the work or any part thereof that may, in his opinion, be necessary and for that purpose the Engineer In-charge shall have the power to order the Contractor to do and the Contractor shall do any of the following:

- a. Increase or decrease or split the quantity of work included in the contract,
- b. Omit any such work,
- c. Change the character, quality or kind of any such work,
- d. Change the dimensions of any such work,



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e. Change in Location

f. Execute additional work of any kind necessary for completion of the work under the contract, and no such change shall in any way vitiate or invalidate the contract but the cost, if any, arising out of all such changes shall be taken into account in ascertaining the total amount of the contract price. Where the rate is available in the contract and the same is applicable to the additional work, in the opinion of the EIC, the cost of the additional work shall be determined as per this available rate. But, if the rate for additional work is not available in the contract, the same shall be determined by the EIC taking into account the market rate and labour cost at the site for similar works and shall be final.

g. Deviations from the specifications as contained in the tender agreement including the make / model, shall not be accepted. In case of any such deviation, payment shall not be made for that part of the work / item, even if it is meeting the functional requirements and has been accepted by the purchaser. The payment for such portion of the work / item can only be released if the contractor makes good the deviations before the expiry of the warranty period so as to meet the specifications of the tender agreement in all respects.

#### **4.0 Resolution of Dispute**

- a) The Board and the Contractor shall make every effort to resolve amicably by direct informal negotiations, any disagreement or dispute arising between them in connection with the contract. However, in case of failure of negotiation between the Board and the Contractor, the parties shall refer their present and future disputes relating to the contract itself or arising out of or concerning or in connection with or in consequence of the contract to the Chairman, DPA whose decision shall be final and binding on both the parties. The contract shall be governed by the Indian Contract Act, 1872.
- b) Jurisdiction of Courts: All such disputes, which could not be settled at the intervention of Chairman, DPA, shall be subjected to the jurisdiction of the courts at Gandhidham.

#### **5.0 Force Majeure:**

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

The Contractor shall demonstrate to the Board's satisfaction that it has used its best endeavor to avoid or overcome such causes of delay and the parties will mutually agree

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upon remedies to mitigate or overcome such causes of delay without having any right to any claim on account of such force majeure.

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

## **6.0 Compliance with Statutes, Regulations:**

The Contractor shall comply in all respects, with all statutes and regulations as may be necessary, including clearance from State/Central govt. authorities, Pollution Control Boards, labour enforcement and local authorities. The Contractor shall, at all times during the continuance of the contract, so far as it may be necessary, comply with all the existing enactments including Central and State legislation as well as any by-laws of any local authorities regarding labour, particularly the Minimum wages Act, Factories Act, Workmen's Compensation Act, Employees' Provident Fund and Family Pension Fund Act, Employees' State Insurance Act, Contract Labour (Regulation and Abolition) Act, Payment of Wages Act, Maternity Benefit Act, National and Festival Holidays Act, Shop and Establishment Act, The Apprentice Act and keep DPA indemnified against any loss or claim arising out of contravention of the provisions of the above said enactments by the Contractor. The price quoted by the Contractor in the Bill of Quantity shall be deemed to include all expenses whatsoever the Contractor may be required to incur for the compliance with the provisions of the above said legislation. The Contractor shall make necessary arrangements for DPA to witness the payment made by the Contractor to his staff and labour.

## **7.0 Payment Terms: (Modified as per Clause No. 4 of Section – III)**

All payments shall be made in Indian rupees unless specifically mentioned.

95% monthly payment in respect of item executed/ supplied will be released after deducting 5% as retention money towards performance security.

NOTE:

The payment shall be made through RTGS /NEFT, and the Contractor should be furnished following details: -

Bank Payment Agreement Form

- a. Name of Party
- b. Account No.
- c. Branch Name
- d. Branch Station

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- e. IFSC code of the bank
  - f. MICR code
  - g. Accepted for : -NEFT payment or RTGS payment  
Declaration by the party

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

Signature of the party with the seal

Declaration by the bank

It is hereby informed that the details mentioned by the party is correct as per our records and any payment made by DPA to this account will be accepted either by RTGS/NEFT.

Signature of the bank manager with the seal

## **8.0 Insurance (superseded as per Clause no. 2 of Section-III):**

- 8.1 The contractor shall provide in the joint names of the employer and the contractor, insurance cover from the start date to the end of guarantee period for the following events which are due to the contractor risk:
  - a) loss of or damage to the works, plan and materials.
  - b) loss of or damage to equipment.
  - c) loss of or damage of property (except the works, plant, materials and equipment) in connection with contract, and
  - d) personal injury or death
- 8.2 Policies and certificates for insurance shall be delivered by the contractor to the engineer in charge or his nominee before the commencement of work. All such insurances shall provide for compensation to be payable to the types and proportions of currencies required to be rectify the loss or damage incurred.
- 8.3 Alterations to the terms of insurance shall not be made without the approval of the engineer in charge or his nominee,
- 8.4 All the materials shall stand insured from the time of arrival at site till commencement of erection against fire, pilferage, damage and against natural calamities for the value of 90% of each item.
- 8.5 During erection and till the work is completed and satisfactory taken over by the D.P.A after testing the materials shall stand covered by suitable erection insurance also for the value of 110% of the item. The charges for the insurance shall be borne by the Contractor.

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## **9.0 Time Extensions:**

The Contractor may claim extension of the time limits in case of;

- i) Changes ordered by Deendayal Port Authority.
- ii) In case work is delayed on DPA's Account e.g., due to delay in approval of drawings, non-availability of site clearance or any other reason, DPA will consider time extension of merit. However, no compensation will be paid to the Contractor if work is delayed on DPA's account. The Contractor shall submit the request for extension, within 30 days of occurrence of such delay in the prescribed format, clearly indicating the justification for such extension.
- iii) Force Majeure.
- iv) All the incidents of delay should be entered in the hindrance register which will be base for granting any extension.

## **10.0 Time is the essence of the contract:**

Time is the essence of the contract, and the Contractor shall ensure that all the obligations under the contract are completed within the agreed time schedule. The Contractor shall be solely responsible for all the delays including the delays caused by its vendors. In case of delay in progress of the works, Deendayal Port Authority reserves the right to withhold the payment, cancel the contract unilaterally or complete the work departmentally.

## **11.0 Liquidated Damages (Superseded as per Clause No. 8 of Section-III):**

- 11.1** In case of delay in completion of the contract, liquidated damages (LD) may be levied at the rate of 1/2% of the contract value per week of delay or part thereof, subject to maximum of 10% of the contract price.
- 11.2** The employer, if satisfied that the works can be completed by the Agency within a reasonable time after the specified time for completion may allow further extension of time at its discretion with or without the levy of LD. In the event of extension of time at its discretion with LD the employer will be entitled without prejudice to any other right or remedy available in that behalf per cent (1/2%) of the contract value of the works for each week or part of the week subject to the ceiling of 10% of contract value.
- 11.3** The employer, if not satisfied that the works can be completed by the contract, and in the event of failure on the part of the Agency to complete work within further extension of time allowed as aforesaid shall be entitled without prejudice to any other right or remedy available in that behalf to rescind the contract.
- 11.4** The employer, if not satisfied with the progress of the contract and in the event of failure of the Agency to recoup the delays in the mutually agreed time frame, shall be entitled to terminate the contract.
- 11.5** In the event of such termination of the contract as described in clauses (11.3) or ( 11.4) or both, the employer shall be entitled to recover LD up to ten percent (10%) of

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the contract value and forfeit the security deposit made by the contract besides getting the work completed by other means at the risk and cost of the contractor.

- 11.6** In case part / portion of the work can be commissioned and port operates the portion for commercial purpose, the rate of LD will be restricted to the uncompleted value of work, the maximum LD being on the entire contract value.

## **12.0 Variations:**

### **12.1 Variation in Conditions of Contract:**

In case of any variation in Instructions to Bidders (ITB), General Conditions of Contract (GCC) and the Special Conditions of Contract – if any special conditions of contract shall prevail. But in case of any requirement/condition specified in the Scope of Work, it shall prevail over all other conditions.

### **12.2 Variation in Quantities of Schedule – B**

The overall as well as individual variations shall be  $\pm 30\%$  in quantity for which the rate quoted by the bidder and accepted by the employer shall be applicable.

## **13.0 Acceptance**

Upon completion of work under this contract, the Board may accept the works and/or services after installation, if defects or shortcomings are not considered essential and, the Contractor agrees to make good the deficiencies in confirmation with this contract. No work shall be accepted before the Contractor clears the site of scraps, unused materials, work shed, equipment and all such materials which were used forexecution of the work and not required any more at the work site. Also, the Contractor has to submit all the documents and final “as built” drawings as per the contract agreement without which no work shall be treated as complete.

Completion Certificate shall be issued by the employer after satisfactory completion of work as per tender and after taking trial.

## **14.0 Guarantee: (-Not Applicable- as per Clause No. 12 of Section-III-)**

- 14.1** The warranty/guarantee period shall be valid up to six/ twelve months (6 months for repairs and 12 months for new works including supplied items) with effect from the date of acceptance of the work and/or services, unless otherwise specified in the scope of work/Special Conditions of Contract (SCC).
- 14.2** The Contractor shall warrant the Board that the goods and services under this contract will comply strictly with the contract, shall be first class in every particular case and, shall be free from defects. The Contractor shall further warrant the Board that all materials, equipment, and the supplies furnished by him will be new and fit for their intended purposes.

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**14.3** The Board shall promptly notify the Contractor in writing of any claim arising under this Warranty. Upon receipt of such notice, the Contractor shall promptly repair or replace the defective goods and/or services at no cost to the Board.

**14.4** If the Contractor, having been notified, fails to rectify the defects in accordance with the contract, the Board may proceed to take such remedial action as may be necessary, at the Contractor's risk and cost.

## **15.0 Taxes**

### **GST:**

The bidder shall quote the price exclusive of GST. Applicable GST on the taxable value of supply of Goods or Services or both covered in this tender/contract will be paid by Port on production of required document as per prevailing rules as per Goods & Service Tax Act, 2017. All other duties, taxes, cesses applicable, if any, shall be borne by the bidder. Applicable Statutory recoveries including TDS under Income Tax, TDS under GST acts will be deducted/ recovered while accounting for or making payments to the bidder as per the applicable laws.

Contractor / Service provider / Supplier etc. has to ensure timely and proper filling of GSTR 1 so that Deendayal Port Authority can avail input tax credit in timely manner. In case DPA not allowed input tax credit due to failure on part of the contractor/Service provider/Supplier etc., it will be a financial loss to the DPA and therefore same shall be recovered from the payment/deposit of the contractor/service provider/supplier.

### **Deduction of Income-Tax:**

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

### **Rate & Tax:**

The rates quoted by the contractor shall be deemed to be inclusive of the excise, other taxes, duties etc., but exclusive of the GST (CGST & SGST), which the contractor will have to pay for the performance of the contract. The employer will perform such duties in regard to the deduction of such taxes at sources as per applicable law.

## **16.0 Deduction:**

**16.1** Deduction of taxes/income tax at source shall be made from the any bill of the Contractor in accordance with the prevailing rules of Govt.

**16.2** While performing under the contract, the damages caused by the Contractor or his workers to any of the Port Authority property shall be promptly made good by the Contractor at his own cost. In case the Contractor fails to repair/replace the damage,

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Deendayal Port Authority shall have the right to take steps to make good the damages and all the cost on this account shall be recovered from the bills of the Contractor or any money due to the Contractor from this contract or any other contract or any other transaction. In determination of the damage, the opinion of the Engineer-In-charge (EIC) shall be conclusive.

**16.3** Any dues arising out of failure on the part of the Contractor to carry out any obligation under the contract shall be deducted from the bills of the Contractor or from any money due to the Contractor from this contract or any other contract.

**16.4** (- Deleted -) **(-Not Applicable as per Clause No. 12 of Section-III-)**

**17.0 Subcontracts:**

The Contractor shall not be allowed to engage any sub-contract for all or any part of this contract.

**18.0 Idle Charges: (-Not applicable- as per Clause No. 12 of Section-III-)**

All efforts shall be made for timely supply of materials and/or equipment where it is included in the scope of Deendayal Port. However, the Contractor shall not be entitled to any idle charges for delay in supply of materials and/or equipment by the Port Authority. Further, in case of any delay due to stoppage of work ordered by the Port Authority to avoid interruption in other important activities of Port Authority or any other reason, the Contractor shall not claim any idle charges.

**19.0 Personal Protective Equipment (PPE):**

The Contractor shall be solely responsible, at his own cost, for the supply of required to his workers and staff and he shall also ensure the use of PPE such as helmets, nose masks, hand gloves etc. by his staff at site.

**20.0 Conduct:**

The Contractor, at all times during the tenure of contract, shall take all measures to prevent any unlawful, riotous or disorderly conduct by or amongst his staff at the site and for the preservation of peace and protection of persons and property at the work site as well as in the enactment of the works.

**21.0 Accident:**

The Contractor shall, within 24 hours of the occurrence of any accident, at or about the work site or in connection with execution of the contract, report such accidents to the Engineer-In-Charge giving all the details in writing. He shall also provide additional information about the accident as requested by the E-I-C.

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## **22.0 Watch and ward:**

During the execution of the contract, it shall be the responsibility of the Contractor to arrange watch and ward of the work including the raw materials, machine/equipment/system used for the work at his own cost till the date of acceptance of the work by Deendayal Port Authority.

## **23.0 Termination:**

**23.1** The Board may, without any prejudice to any other remedy for breach of contract, by written notice of default sent to the Contractor, terminate the contract in whole or in part:

- (i) if the Contractor fails to execute the work within the period as specified in the contract or any extension granted by the Board;
- (ii) if the Contractor fails to perform any other obligation under the contract and if the contractor does not cure the same after receipt of a notice of default, the nature of default as well as the time within which the default has to be cured by the Contractor.

**23.2** In the event of Board's termination of the contract in whole or in part, the Board may execute the remaining work or procure goods similar to those undelivered by the Contractor and the Contractor shall remain liable to the Board for any excess cost for such works or goods and risks, if any.

**23.3** In the event of Board's termination of the contract in whole or in part, the Board may execute the remaining work or procure goods similar to those undelivered by the Contractor and the Contractor shall remain liable to the Board for any excess cost for such works or goods and risks, if any.

**23.4** The Board will pay the Contractor, for all the items that are completed, and ready for delivery, within 30 days after termination. The payment shall be made only after all the afore-mentioned goods are supplied to and accepted by Deendayal Port Authority. The amount so decided by the Engineer-in-Charge in this regard shall be final and binding.

**23.5** In case of termination of contract for default by the Contractor, the Board may not permit the Contractor to participate in any of the future tender of Deendayal Port Authority for a period decided by DPA.

**23.6** The employer may terminate the contract if Contractor causes a fundamental breach of the contract.

- (a) The contractor stops work for 28 days and the stoppage has not been authorized by the Engineer-in-Charge or his nominee.
- (b) The contractor becomes bankrupt.
- (c) The contractor has delayed the completion of works by the number of days for which the maximum amount of liquidated damages can be paid as defined in the contract data and
- (d) If the contractor, in the judgment of the employer has engaged in corrupt or fraudulent practices in competing for or in the executing the contract.



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- (e) For the purpose of this paragraph: "corrupt practice" means the offering, giving receiving or soliciting of anything of value to influence the action or public officials in the procurement process or in contract execution. "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the employer, and includes collusive practice. Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the employer of the benefits of free and open competition".
  - (f) If the contract is terminated the Contractor shall stop work immediately, make the site safe and secure and leave the site as soon as reasonably possible.
  - (g) Any material lying at site will not be removed without the prior written permission of Engineer in Charge.

#### **24.0 Arbitration Clause:**

- (I) The Arbitration Award may be referred to a Conciliation Committees/ Councils comprising of independent subject expert in order to ensure speedy disposal of the case, as per Conciliation Act.
- (II) The award of the Conciliation Committee/ Council if agreed by both the sides may then be placed for consideration of the Board of Authorities of the Port subject to the delegation of power.
- (III) Except where otherwise provided in the contract, all questions and disputes relating to the meaning of the specifications, designs, drawings and instructions herein before mentioned and as to the quality of workmanship or materials used on the work or as to any other question, claim, right, matter or any other thing whatsoever, in any way arising out of or relating to the contract, designs, drawings, specifications, estimates, instructions, orders, or to the conditions or otherwise concerning the work or regarding the execution or failure to execute the same whether arising during the progress of the work or after the completion thereof as described hereinafter shall be referred to the Chairman for sole arbitration by himself or by any officer appointed by him.
- (IV) It will be no objection to any such appointment that the arbitrator is an employee of the Board or the Government, that he had to deal with the matters to which the contract relates and that in the course of his duties as an employee of the Board of the Government, he had expressed views on all or any of the matters in dispute or of difference.

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.
- (V) It is also a term of this contract that no person other than the Chairman himself or any officer appointed by him shall act as arbitrator.
- (VI) It is a term of this contract that only such questions and disputes as were raised during the progress of other work till its completion and not thereafter shall be referred to arbitration. However, this would not apply to the questions and disputes relating to liabilities of the parties during the guarantee period after completion of the work.
- (VII) It is a term of the contract that the party invoking arbitration shall give a list of disputes with amount of claim in respect of each said disputes along with the notice seeking appointment of arbitrator.
- (VIII) It is also a term of the contract that if the Contractor does not make any demand for

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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 Authorities shall be discharged and released of all liabilities under the contract in respect of these claims.

- (IX) 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.
- (X) The award of the arbitrator shall be final, conclusive, and binding on all the parties to Contractor.
- (XI) The arbitrators from time to time, with the consent of both the parties, enlarge the time for making & publishing the award.
- (XII) Arbitration shall be conducted in accordance with the provisions of Indian Arbitration Act, 1996 or any statutory modifications or e-enactment thereof and rules made there under and for the time being in force shall apply to the arbitration proceeding under this clause.
- (XIII) 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.
- (XIV) It is also a term of a contract that the arbitration shall be deemed to have been entered on the reference on the date he issues the first notice to both the parties calling them to submit their statement of claims and counter statement of claims.
- (XV) Venue of the arbitration shall be such place as may be fixed by the arbitrator at his sole discretion.

### **25.0 Indemnification:**

The Contractor shall indemnify, protect, and defend at its own cost, Deendayal Port Authority and its agents & employees from & against any/all actions, claims, losses or damages arising out of

- a) any violation by the Contractor in course of its execution of the contract of any legal provisions or any right of third parties.
- b) Contractor's failure to exercise the skill and care required for satisfactory execution of the contract.

### **26.0 Engineer-in-Charge or his nominee's Decisions**

Except where otherwise specifically stated, the Engineer-in-Charge or his nominee will decide contractual matters between the employer and the Contractor in the role representing the employer.

### **27.0 Delegation**

The Engineer-in-Charge or his nominee may delegate any of the duties and

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responsibilities to other people after notifying the Contractor and may cancel any delegation after notifying the Contractor.

## **28.0 Communications**

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

## **29.0 Personnel**

**29.1** The Contractor shall employ the key personnel named in the Schedule of Key Personnel as referred to in the Contract Data to carry out the functions stated in the Schedule or other personnel approved by the Engineer-in-Charge. The Engineer-in-Charge will approve any proposed replacement of Key personnel only if their qualifications, abilities, and relevant experience are substantially equal or better than those of the personnel listed in the Schedule.

**29.2** If the Engineer-in-Charge asks the Contractor to remove a person who is a member of the Contractor's staff of his work force stating the reasons, the Contractor shall ensure that the person leaves the Site within seven days and has no further connections with the work in the Contract.

## **30.0 Employer's Obligation (superseded as per Clause no. 7 of Section-III)**

- (i) Electricity, water and land for execution of the work at site shall be provided on payment of applicable tariff of the employer subject to availability. If DPA is unable to provide electricity and water the same will be arranged by the contractor at his own cost. Necessary meters should be installed by the contractor at its own cost.
- (ii) The employer will not provide Port Authority Quarters, during the tenure of contract.
- (iii) Administrative support only, for obtaining clearance from any statutory authority, shall be provided by the employer.
- (iv) Facilitating for issue of port entry passes to the staff engaged by successful bidder and their vehicles during the period of contract.
- (v) On successful completion of all the obligations under the contract and on the request of the Contractor, the employer shall issue a "Completion Certificate with the approval of the Chief Mechanical Engineer, the employer.

## **31.0 Queries about the Technical Data**

The Engineer-in-Charge or his nominee will clarify queries on the Technical Data.

## **32.0 Approval by the Engineer-in-Charge or his nominee.**

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The Contractor shall submit the Make of material, equipment's and specifications & drawings for proposed Work to the Engineer-in-Charge or his nominee, who is to approve them subject to compliance with the technical specifications and drawings.

The Engineer-in-Charge or his nominee's approval shall not alter the Contractor's responsibility for the work. All drawings prepared by the contractor for the work, if any, are subject to prior approval by the EIC before procurement/ execution.

### **33.0 Discoveries**

Anything of historical or other interest or of significant value unexpectedly discovered on the site is the property of the employer. The contractor is to notify the employer or his nominee of such discoveries and carry out the instructions of employer or his nominee for dealing with them.

### **34.0 Access to the site**

The contractor shall allow the Engineer in charge or his nominee and any person authorized by him access to the site to any place where work in connection with the contract is being carried out or is intended to be carried out and to any place where materials or plant are being manufactured, fabricated and/or assembled for the work.

### **35.0 Instructions**

The contractor shall carry out all instructions of the engineer-in-charge or his nominee which comply with applicable laws where the site is located.

### **36.0 Safety**

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

### **37.0 Identification of Defects (-Not Applicable- as per Clause No. 12 of Section-III-)**

The Engineer-in-Charge or his nominee shall check the work carried out by Contractor and notify the Defects found if any. The Engineer-in-Charge or his nominee may instruct the Contractor to rectify the Defect.

### **38.0 Correction of Defects (-Not Applicable- as per Clause No. 12 of Section-III-)**

**38.1** The Engineer-in-Charge or his nominee shall give notice to the Contractor of any Defects before the end of the Defects Liability Period (Guarantee Period), which begins at Completion and is defined in the Contract Data. The Defects Liability Period shall be extended for as long as Defects remain to be corrected.

**38.2** Every time notice of a Defect is given the Contractor shall correct the notified Defect within the length of time specified by the Engineer-in-Charge or his nominee's notice.

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#### **39.0 Uncorrected Defects (-Not Applicable- as per Clause No. 12 of Section-III-)**

If the Contractor has not corrected a Defect within the time specified, the Engineer-in-Charge or his nominee will assess the cost of having the Defect corrected, and the Contractor will pay this amount.

#### **40.0 Employer's right of Rejection: (-Not Applicable- as per Clause No. 12 of Section-III-)**

The employer shall reserve the right to reject a part portion or consignment thereof within a reasonable time after actual delivery thereof at the place of destination, if consignment is not in all respects in conformity with terms & conditions of the contract whether on account of any loss, deterioration or damage before dispatch or delivery or during transit or otherwise whatsoever.

#### **41.0 Removal of Rejected goods: (-Not Applicable- as per Clause No. 12 of Section-III-)**

Rejected goods shall under all circumstances lay at the risk of the contractor from the moment of rejection and if such goods are not removed by the contractor within 21 days from the date of intimation from the Engineer-in-Charge. Engineer-in-Charge may either return to the contractor at the risk and cost of the contractor by such mode of transport as the Engineer-in-Charge may select or dispose of such material at the contractor's risk on his account and retain such portion of the sale proceeds as maybe necessary to recover any expenses incurred in such disposals.

#### **42.0 Use of Contract Document:**

The Contractor shall not, without prior consent, make use of any document except for the purpose of performing this contract.

#### **43.0 Memorandum of Settlement:**

The Contractor shall not sign any memorandum of settlement with any agency such as Trade Unions etc. in any form at any level without the prior written permission of the employer in relation to any work undertaken by him in the Port premises.

#### **44.0 Deviations: (Pl. refer Clause No. 10 of Sec-III, for continuation of this clause)**

The bidder must read the tender document carefully and prepare the bid for submission. It is important to note that deviations, if any, must be brought out clearly in the technical offer, which shall be examined by Deendayal Port Authority. If the deviation statement submitted by the bidder does not contain any item, then it shall be construed that the bidder has accepted the same and no request from the Contractor, for any change, shall be accepted by DPA at a later stage. In any case, no

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change in specifications given in the tender agreement shall be permitted. However, only in unavoidable circumstances, Deendayal Port Authority may consider such requests from the Contractor, provided the Contractor submits its request with adequate justification.

**45.0 Approvals: (-Not Applicable- as per Clause No. 12 of Section-III-)**

The Engineer-in-Charge shall give specific approval in writing within 7 Days to Contractor after written submission regarding Makes of Material to be used for the Contract and Drawings, if any to be furnished by the Contractor to Engineer-in-Charge for approval. Any corrections to be suggested by Engineer-in-Charge in drawings, the days taken for rectification in drawings shall be in account of the Contractor.

**46.0 Third Party Inspection:(superseded as per Clause no. 13 of Section-III)**

- i. The Third-Party Inspection Agency shall be arranged by DPA, and cost of Third-Party Inspection mentioned below shall be borne by DPA.
- ii. The Third-Party Inspection Agency will carry out approval of drawings if any, material inspection at manufacturer's work/ site, dispatch clearance from manufacturer's work, certification for releasing payments as per payment terms of contract for all the material as per schedule/work till taken over by DPA.
- iii. The Third party shall carry out inspection of work as per tender specification/relevant standard.
- iv. The stage payment of the contractor shall be released after certifying by the third party and copy of the same shall be produced by Contractor for releasing the stage payment as per Payment Terms.

**47.0 Bar Chart: (-Not Applicable- as per Clause No. 12 of Section-III-)**

The Contractor shall submit a bar chart, before signing the agreement, clearly indicating the plan for timely execution of the work. The bar chart must indicate the individual activities and commencement and completion dates of each activity. The bar chart shall be used for monitoring the progress of the work.

**48.0 Engagement of labour:**

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

**49.0 Police verification of contract labour  
(Pl. refer Clause No. 14 of Sec-III, for continuation of this clause)**

The Contractor who has been awarded the job through Work Order shall furnish necessary Police Clearance Certificate in respect of character and antecedents of all contract labourers engaged by them, before commencing the work at site.

This will be a part of Contractual Agreement, as entire Cargo Jetty, Oil Jetty area has been declared as "**Prohibited Area**". Contractor who would be awarded contract is

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required to comply with the above requirements.

Contractor shall obtain such Police Clearance Certificate from Police available against a nominal fee per Certificate and they will submit this Certificate giving Work Order reference on it, to the Office of the Engineer in Charge of respective Divisions, to be forwarded to Commandant, CISF which our Security Department along with request for issuance of Entry Passes.

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

**a) Submission of Labour Reports by Every Fortnight:**

The contractor shall submit, by the 4<sup>th</sup> and 19<sup>th</sup> of every month, to the Engineer-in-Charge a true statement showing, in respect of the second half of the preceding month and the first half of the current month respectively.

1. The number of laborers employed by him on the work.
  2. Their working hours.
  3. The wages paid to them.
  4. The accidents that occurred during the said fortnight showing the circumstances under which they happened, and the extent of damage and injury caused by them, and
  5. The number of female workers who have been allowed Maternity Benefit, according to clause 19 F and the amount paid to them, failing which, the Contractor shall be liable to pay to Government a sum not exceeding Rs. 200/- for each default or materially incorrect statement. The decision of the Engineer-in-Charge shall be final in deducting from any bill due to the contractor the amount levied as fine and be binding on the contractor.
- b) No labour below 14 Years:** No labour below the age of 14 (fourteen) years shall be employed on the work.

**50.0 Registers to be maintained at site:**

1. Site order Book

A site order book is to be maintained by the contractor at the site. The work orders and instructions written in the site order book shall be deemed to have been legally issued to the contractor shall sign each entry in the site order book as a token of his having seen the same. The site order book shall be property of the Board and shall be handed over to the Engineer-in-charge of the work in good condition on the completion of the work or whenever required by the Engineer-in-charge or his authorized representative.

2. Hindrance Register

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Every type of hindrance arising during the execution of work should be invariably recorded in the hindrance register. The Hindrance Register is to be maintained by the Engineer in Charge at the site. The contractor shall sign each entry in the hindrance Register as a token of his having seen the same. The Hindrance Register shall be property of the Board.

**51.0 No damage, hindrance, or interference to the Port activities:**

The contractor shall be required to execute the work in such a manner as not to cause any damage, hindrance or interference to the Port activities and the work going on in the area. The contractor shall have to make good the loss at his own cost and risk all damages caused by his workmen to Port property and no extra payment shall be made to him on that account.

**52.0 Tools & Tackles:**

All the tools, tackles, bricks, cement, ladders etc. for executing the work will have to be arranged by the contractor at his own cost. Arrangement for storing the materials, tools etc. will also have to be made by him. The employer shall not be responsible for any theft/loss of any materials, tools, etc. stored/brought by the contractor for execution of work within the Port area.

**53.0 Hot work (-Not Applicable- as per Clause No. 12 of Section-III-)**

In case of carrying out any hot work such as gas cutting and welding necessary regulations, prevailing at Deendayal Port Authority for such works shall be observed by the Tenderer and necessary fire watch permit and No Objection Certificate shall be obtained from the concerned authorities of the port and necessary charges at the scale of rate prevailing in the port at that time shall be paid by the contractor.

**54.0 Indian Dock Safety Regulation**

Necessary Indian Dock Safety Regulations for the safety purpose shall be adhered to by the contractor and he will be held responsible for any violation of the same.

**55.0 Valid Electrical Contractor License and Electrical Supervisor Certificate:(-Not Applicable- as mentioned in Clause No. 12 of Section-III)**

The contractor shall have valid electrical contractor's license for carrying out electrical work of nature involved in this tender obtained from the Commissioner of Electricity, Energy & Petrochemical Department, (Inspection wing), Block No.18, 6<sup>th</sup> floor, Sector No. II, Udyog Bhavan, Gandhinagar, Government of Gujarat without which the tender shall not be accepted. Contractor shall submit certificate and copy of the license in lieu of the same for consideration.

The contractor shall also have a valid Electrical Supervisor's certificate of competency, issued from the Commissioner of Electricity, Energy & **Petrochemical Department, (Inspection wing), Block No.18, 6<sup>th</sup> floor, Sector No. II, Udyog Bhavan, Gandhinagar, Government of Gujarat**, or equivalent authority from the other states/central Govt.



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**56.0 Action where no Specifications are specified.**

The work shall be carried out in all respects in accordance with the instructions and requirements of the Engineer-in- Charge.

**57.0 Undertaking by the Contractor:**

Having understood all the terms and conditions of the tender document and having assessed the site conditions, we hereby confirm that the price offered by us is a firm price and includes all the taxes, (excluded GST), duties etc. and all incidental charges.

**58.0 Labour License:**

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

**59.0 Fraudulent documentation by bidders:**

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 SD/BG of the bidder, apart from blacklisting the firm for the next 3 years.

**Signature & Seal  
Of Contractor**

**Sd./-  
Marine Engineer Grade -1  
Deendayal Port Authority**

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### **SECTION-III SPECIAL CONDITIONS OF CONTRACT**

**The following Special Conditions of Contract shall supplement and /or amend the General Conditions of Contract as mentioned against the clause. Wherever there is a conflict, the provisions herein shall prevail over those in the General Conditions.**

#### **1. Order Acceptance:**

The party shall give unequivocal acceptance of the LOA within 7 days of receipt of the same.

#### **2. Insurance:(This clause is in supersession of clause no. 8 of Section-II)**

- 2.1 All manpower & machines to be posted at Kandla /Gandhidham or other as instructed by EIC, shall be insured under the Workmen Compensation Act.
- 2.2 It will be entirely the contractor's responsibility to take required steps to adequately safeguard the personnel & machines and to ensure that the work is carried out in such a manner that maximum safety to the personnel is assured. The contractor shall follow all precautions as required for safety of workman by ILO regulations, etc.
- 2.3 No claim/compensation of whatsoever nature shall be entertained by the D.P.A for any loss of property or injury or loss of life during the occurrence of any accident to the contractor's maintenance staff/officials or machines. Contractor is required to get insurance for his staff and machines at his own cost.

#### **3. Contract Prices:**

- 3.01 The rate for the Hiring of 02 Nos. each Truck Mounted Mist Cannon system and Truck Mounted Road Sweeper system along with manpower for period of three years at DPA shall be quoted as per Schedule-B in the price bid document online and shall not be subject to any escalation for any reason whatsoever, except escalation / de-escalation on account of Diesel Price only.
- 3.02 The rate quoted shall not be variable due to amendment of tax laws or on account fresh taxes, levies, duties by the Central / State Govt. or any local authority etc. except GST.
- 3.03 The rate for hiring / CO&M shall be quoted as per item of Schedule-B of the price bid document from the date of commencement of CO&M and will remain constant during the contract period and will not be subject to any escalation for any reason whatsoever, except escalation / de-escalation on account of Diesel Price only.
- 3.04 These rates quoted shall be inclusive of packing and forwarding, transportation, insurance, and all statutory levies till satisfactory deployment of truck mounted systems for operation at DPA as per terms and conditions of the contract.

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**4. Payment: The clause no. 7 of Section-II is superseded as under:**

4.1 All payments shall be made in Indian rupees unless specifically mentioned.

**NOTE:**

The payment shall be made through RTGS /NEFT, and the Contractor should be furnished following details: -

Bank Payment Agreement Form

a. Name of Party

b. Account No.

c. Branch Name

d. Branch Station

e. IFSC code of the bank

f. MICR code

g. Accepted for : - NEFT payment or RTGS payment

Declaration by the party

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

Signature of the party with the seal

Declaration by the bank

It is hereby informed that the details mentioned by the party is correct as per our records and any payment made by DPA to this account will be accepted either by RTGS/NEFT.

Signature of the bank manager with the seal.

4.2 No Advance payment will be made.

4.3 The contractor will submit the bill in triplicate in the 1st week of following month for payment with reference to rates quoted in the price bid per month. The payment will be made on pro-rata basis whatever the amount comes to after necessary deduction in terms of non-permissible absence of the manpower and/ or penalty imposed by DPA. The normal time to make payment by the Port may be within 30 days from the date of receipt of bill along with all supporting documents required as per tender.

4.4 The contractor should submit the bill every month along with duly seal and sign a copy of online payment transaction slip to their employees. payment to the engaged staffs viz., Name of the employee, Net amount credited into bank, name of the Bank and date on which the amount was credited into the bank. The contractor must certify that the payment to the employees provided by him have to be credited to concerned individual bank.

4.5 Applicable rule for EPF shall be complied by the contractor for their employees and relevant documents shall be submitted to DPA along with monthly bills same shall be verified by TPIA of DPA.

4.6 The Engineer-in-charge will be entitled to deduct or adjust any sum of money payable by the contractor to DPA under the terms of any contract executed by him or on behalf from their security deposit or from any sum that may become due from the present

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contract.

- 4.7 The plying, operations and posting of all four truck mounted machines at different locations inside Port area shall be handled by Traffic department being operational department under the ATM as its Nodal Officer.
- 4.8 The contractor shall consider that each Mist Cannon vehicle operates for an average of 12 hours per day throughout the month. Each road sweeping machine vehicle requires to complete a minimum of 375 kilometers of road sweeping per month, regardless of the road width. These requirements are to be fulfilled consistently for the entire month.
- 4.9 Un-utilized hours or kilometers shall be carry forwarded to next month and shall be utilized by DPA. The hour/ kilometer utilization shall be recorded by the supervisor which shall be certified by ATM (nodal officer)/ EIC or his representative. At the end of contract, cost for un-utilized Hrs./Kms. Shall be deducted from the bill/security of contractor. Hrs./Kms rates will be calculated from the monthly rates quoted by the contractor considering 30 days for a month.

For example:-

- 1) For Road Sweeper 100 km are un-utilized at the end of the contract, then suppose monthly rate is Rs. 30,000 then  $(30,000/375) = \text{Rs. } 80 \text{ per Km}$  and so  $\text{Rs. } 80 \times 100 = \text{Rs. } 8000$  shall be deducted from the bill/security of contractor
  - 2) For Mist Canon 100 hrs. are un-utilized at the end of the contract, then suppose monthly rate is Rs. 36,000 then  $(36,000/12 \times 30) = \text{Rs. } 100 \text{ per hrs}$  and so  $\text{Rs. } 100 \times 100 = \text{Rs. } 10,000$  shall be deducted from the bill/security of contractor
- 4.10 Mobilization of the truck mounted machine(s) from Kandla to Gopalpuri & vice-versa shall not be included in the above mentioned operational requirement of monthly running hrs. , and shall be in the scope of contractor without any extra cost.
  - 4.11 DPA requirement of 12 Hrs. in each day is actual running of the Mist Canon and Road sweeper machines. Travelling period required for topping up or filling of water tanks and disposal of collected debris/ waste shall not be considered in 12 Hrs. operational working period.
  - 4.12 GPS device (duly calibrated & tested) should be fitted in all truck mounted mist canon machines and truck mounted road sweeper machines and monthly data related to distance covered by each vehicle duly signed by Supervisor and certified by Nodal Officer/ EIC or his representatives should be attached with the monthly bills. Monthly payment should be entirely based on certified data submitted along with the bill.
  - 4.13 Biometric attendance system installed by DPA at Kandla (Port) shall be utilized for marking attendance of all staff of contractor in a designated area where canon machines and truck mounted road sweeper machines are parked, and monthly data related to attendance of staff duly signed by Supervisor and certified by Nodal Officer / EIC or his representatives should be mandatorily attached with the monthly bill. Monthly payment should be entirely based on certified data submitted along with the bill.
  - 4.14 The rate for hiring shall be quoted as per item of Schedule-B of the price bid document

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from the date of commencement of deployment of machines and will remain constant during the contract period and will not be subject to any escalation for any reason whatsoever, except escalation / de-escalation on account of Diesel Price only in respect of truck mounted systems hired on "Monthly basis", which shall be applicable as under:

The rate shall remain firm during the contract period. However, if there is the increases / decreases in rate of Diesel on the date of opening of Preliminary bids and during the currency of the contract then the contract price shall be adjusted for increase / decrease for the Diesel as per following formula.

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

V = Variation in price on account of diesel during the month under consideration.

P<sub>o</sub> = Actual price of diesel fixed by the IOCL in the concerned area / Port, on the date of opening of Preliminary bids.

P = Average price of diesel fixed by the IOCL in the concerned area / Port, for the billing month under consideration.

Q = Diesel element factor has been predetermined as 0.39 for each truck mounted Mist Cannon system and 0.13 for each truck mounted Road sweeper system.

R = Value of the work during the month under consideration as per relevant item of Bill of Quantities excluding mobilization and de-mobilizations fees.

Similarly, if the price of diesel decreases during the contract period; de-escalation shall be applied for such decrease as per provisions detailed above and the amount of the Contract shall accordingly be adjusted through deduction. Thus, the benefit of reduction in fuel price, if any, shall be passed to the Employer.

The diesel escalation / de-escalation bills will be paid/ recovered on monthly basis as per claim preferred by the contractor.

For evaluation purpose, each truck mounted system shall be equipped with GPS (duly calibrated & tested) for tracking the system and running hours meter shall additionally installed in each truck mounted mist-cannon system. Same shall be in working condition for entire period of contract.

No escalation on any other account will be payable by the Employer and the rate should be quoted accordingly.

- 4.15 The contractor shall note that no interest be payable by the Employer for any Delayed Payments unless otherwise stipulated in tender.
- 4.16 If applicable, the payment from 2nd bill to pre-final bill, shall be released, subject to the condition that the documentary evidence (copy of paid Challan in Govt. Treasury) of the Welfare Cess @1% of work done or as amended by Statutory Authority from time to time, paid to concerned authority is submitted for the previous bill.

## **5. Contract Period:**

- 5.1 The period of supply, testing & successful deployment of 02 Nos. each Truck Mounted Mist Cannon system and Truck Mounted Road Sweeper system shall be up to 45 days, from the date of receipt of work order. Only after Successful deployment of 02 Nos. each Truck Mounted Mist Cannon system and Truck Mounted Road Sweeper system, Operation and

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maintenance of truck mounted systems is to be done by party for next three years. The ownership and liability of the equipments & system shall be of the contractor scope only. The period of the contract shall be for 36 months, from the date of deployment & acceptance by DPA of the vehicle mounted system. The same shall be extendable to further 12 months based on mutual consent, on same rates, terms & conditions. In such case, Contractor shall extend the validity of Bank Guarantee till such extended period.

- 5.2 Any notice to the agency shall be deemed to be sufficiently served, if given or left in writing or email at his usual or last known place of abode or business.
- 5.3 The service provider should confirm that there is no conflict of interest on the part of him and on the part of the deployed manpower's in performing the work and has to submit an 'Undertaking' regarding the same.
- 5.4 No compensation shall be payable to the contractor on account of delay in work caused by Deendayal Port Authority for whatsoever reason however, Deendayal Port Authority will consider extension of time, if the work is delayed on Deendayal Port Authority's account.
- 5.5 DPA also reserves the right to foreclose the contract with three months' notice period without payment of any compensation.

## **6. Rejection:**

Substitution, changes, or delays shall not be accepted unless confirmed by DPA. Rejected materials, if any, shall have to be collected from site within one week after receipt of intimation.

## **7. Port Obligation (Clause no. 30 of Section-II is replaced as under)**

- 7.01 Administrative support only, for obtaining clearance from any statutory authority, if any, shall be provided by the employer.
- 7.02 The employer will provide Port Authority Quarters on payment of applicable tariff, water & electricity charges of the employer subject to availability, during the tenure of contract. Any nuisance, non-sober behavior, intoxication etc. in the port quarter shall be liable for cancellation of the same.
- 7.03 Assisting for issue of port entry passes to the staff engaged by successful bidder and their vehicles during the period of contract.
- 7.04 The contractor shall have to make his own arrangement for fuel and water other consumables required during the tenure of the work at his own cost.
- 7.05 The contractor has to arrange the required potable water at Kandla itself to reduce any downtime due to want of water for running the systems.
- 7.06 On successful completion of all the obligations under the contract and on the request of the Contractor, the employer shall issue a Completion Certificate.

## **8. Liquidated Damage/Penalty (Clause no. 11 of Section-II is replaced as under)**

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- 8.1. In case of delay in supply & deployment of Truck Mounted Mist Cannon system, and Truck Mounted Road Sweeper system as per the prescribed period mentioned in the tender, liquidated damages (LD) may be levied at the rate of ½% of the contract value per week of delay or part thereof, subject to maximum of 10% of the contract price.
  - 8.2. The employer, if satisfied that the works can be completed by the Agency within a reasonable time after the specified time for completion may allow further extension of time at its discretion with or without the levy of LD. In the event of extension of time at its discretion with LD the employer will be entitled without prejudice to any other right or remedy available in that behalf per cent (1/2%) of the contract value of the works for each week or part of the week subject to the ceiling of 10% of contract value.
  - 8.3. The employer, if not satisfied that the works can be completed by the contract, and in the event of failure on the part of the Agency to complete work within further extension of time allowed as aforesaid shall be entitled without prejudice to any other right or remedy available in that behalf to rescind the contract.
  - 8.4. The employer, if not satisfied with the progress of the contract and in the event of failure of the Agency to recoup the delays in the mutually agreed time frame, shall be entitled to terminate the contract.
  - 8.5. In the event of such termination of the contract as described in clauses (8.3) or (8.4) or both, the employer shall be entitled to recover LD up to ten percent (10%) of the contract value and forfeit the security deposit made by the contract besides getting the work completed by other means at the risk and cost of the agency.
  - 8.6. Penalty :- All the Equipment's should be made available 95% per month days, except for any unexpected major breakdown (limited to maximum of three times in any contract year, maximum of 20 days per year for each equipment certified by E-I-C or his representative, any one stretch shall not be more than 10 days, this permissible downtime shall not be carry forwarded to next year of contract). If any of the deployed system is found to be non-operational beyond the said period, a penalty shall be imposed @ Rs. 7000/- per day or part thereof per equipment during the entire period of contract.
  - 8.7. If any staff is not available/absent on any day, penalty will be levied as: Supervisor, Drivers & Cleaner: Rs. 1500 per day per person, other categories (i.e., Technician, Male Mazdoor): Rs. 1000 per day per person. This penalty will be in addition to the penalty mentioned in the clause no. 8.6 above. In case of non-availability of any of Driver/Cleaner truck shall be considered as non-operational.
  - 8.8. The staffs should have a sober behavior and obedient. Any staff coming in intoxicated condition will not be accepted by DPA and, if not replaced immediately shall be marked as absent, and, accordingly, penalty shall be levied @ Rs. 600 per day.
  - 8.9. If it is noticed that the driver provided by the contractor, is not having valid driving license, a penalty of Rs. 5,000.00 per such incident shall be levied. with a Caution Letter to the Contractor, not to repeat such incident. In case of such three violation during the contract period, Contractor may be imposed an additional fine of Rs. 20,000/- from any next incident.
  - 8.10. If it is reported that any of the driver is found to be misbehaving with the officers of DPA/CISF then upon the written instructions of DPA, the contractors shall replace such

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Driver/Staff immediately, failing which, a penalty of Rs.1500.00 for each day of delay shall be imposed.

**9. Deleted--**

**10. Deviations: (Kindly read with clause no. 44 of Section-II)**

If the justifications submitted by the agency is not acceptable to the port, shall be withdrawn by the Agency, otherwise, the same shall be liable to the rejection of the bid.

**11.** Work-Order shall be sent through Email/Fax/Post. All mode of dispatch shall be treated as valid for the purpose of date of receipt.

**12.** The clause no. 14,16.4,18, 37,38,39,40,41,45,47,53 & 55 of Section-II, clause no. 09 of Section-III is deleted and not applicable.

**13. Third Party Inspection: (Clause no. 46 of Section-II is replaced as under)**

- i. The Third-Party Inspection Agency shall be arranged by DPA and cost of Third-Party Inspection mentioned below shall be borne by DPA.
- ii. All performance tests of the hired machines shall be carried out and any corrections found necessary shall be carried out accordingly.
- iii. The Third-party inspection agency shall inspect the supply machines as per the technical specifications & parameters provided in the document at Manufacturing site.
- iv. All materials and equipments of the hired machines, which fail during the test, shall be replaced by the contractor without any extra cost to the Employer and the test shall be repeated on the new equipment/item. All instruments and tools required for tests shall be supplied by the contractor.
- v. The Third Party shall carry out inspection of Staff-profile as per tender conditions & specification.
  - i. The third party agency shall inspect the working of the machines and submit report for any non-confirmative thereof.
  - ii. The monthly payment shall be released after certifying by the third party for compliance of tender requirements and copy of the same shall be produced by Agency for releasing the monthly payment as per Payment Terms.

**14 . Police verification of contract labour:(Clause no. 49 of Section-II is replaced as under)**

The Contractor who has been awarded the job through Work Order shall furnish necessary Police Clearance Certificate in respect of character and antecedents of all contract labourers engaged by them, before commencing the work at site.

Contractor shall obtain such Police Clearance Certificate from Police available against a nominal fee per Certificate and they will submit this Certificate giving Work Order reference on it, to the Office of the Engineer in Charge of respective Divisions, to be forwarded to Commandant, CISF which our Security Department along with request for issuance of Entry Passes.

The Contractor shall, if required by the Engineer-in-Charge, deliver to the Engineer-in-Charge a return in detail, in such form and at such intervals as the Engineer-in-Charge may prescribe, showing the staff and numbers of the several classes of labour from time



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to time employed by the Contractor on the Site and such other information as the Engineer-in-Charge may require.

**(a) Submission of Labour Reports by Every Fortnight:**

The contractor shall submit, by the 4<sup>th</sup> and 19<sup>th</sup> of every month, to the Engineer-in-Charge a true statement showing, in respect of the second half of the preceding month and the first half of the current month respectively.

1. The number of laborers employed by him on the work.
2. Their working hours.
3. The wages paid to them.
4. The accidents that occurred during the said fortnight showing the circumstances under which they happened, and the extent of damage and injury caused by them, and
5. The number of female workers who have been allowed Maternity Benefit, according to clause 19 F and the amount paid to them, failing which, the Contractor shall be liable to pay to Government a sum not exceeding Rs. 200/- for each default or materially incorrect statement. The decision of the Engineer-in-Charge shall be final in deducting from any bill due to the contractor the amount levied as fine and be binding on the contractor.

**(b)** No labour below 14 Years: No labour below the age of 14 (fourteen) years shall be employed on the work.

**15.** If applicable, the contractor shall be registered under the Building and Other Construction Workers (Regulation of Employment and Conditions of Service) Act, 1996.

**Signature & Seal  
Of Contractor**

**Sd./-  
Marine Engineer Grade -1  
Deendayal Port Authority**

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**SECTION IV**  
**FORMS OF BID**

**Part – I**

**To be submitted by Bidders with their Bids**

<b>Form No.</b>	<b>NAME OF FORMS/FORMAT</b>
1	Form of application
2	Pre-qualification of bidders
3	Format for declaration
4	Letter of authority for submission of bid
5	Exceptions & Deviations
6	Integrity Pact Agreement
6A	Specimen EMD (Bank Guarantee Format)
6B	Tender Information Form
6C	Proforma Of Joint Venture/Consortium Agreement
6D	Proforma Of Power- Of-Attorney for Lead Member Of Jv/ Consortium
6E	Format For Details Of Consortium Members

**Part – II**

**To be used by successful Bidder**

<b>Form No.</b>	<b>NAME OF FORMS/FORMAT</b>
7	Letter of Acceptance
8	Specimen bank guarantee of Performance Guarantee/Security Deposit
9	Letter of authority from bank for all BGs
10	Bank Payment Agreement Form
11	Agreement form
12	Format of Extensions (Part – I)
13	Format of Extension (Part-II)

**SPECIMEN OF APPLICATION**  
(To be executed on bidder's letter head)

To  
Marine Engineer Grade -1  
A.O. Building,  
Ground Floor, Room No 11  
Deendayal Port Authority  
Gandhidham  
Kutch, Gujarat – 370201.  
[rajdeo.kumar@deendayalport.gov.in](mailto:rajdeo.kumar@deendayalport.gov.in)  
[mech.marine@deendayalport.gov.in](mailto:mech.marine@deendayalport.gov.in)  
[mech.div.kpt@gmail.com](mailto:mech.div.kpt@gmail.com)

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 **CME/Mech.Division/1529**
- (c) our tender shall be valid for the period of 120 days, from the date fixed for the tender submission deadline and it shall remain binding upon us and may be accepted at any time before the expiration of that period or any extended period.
- (d) If our tender is accepted, we commit to submit a performance guarantee for the due performance of the contract, as specified in specimen form for the purpose.
- (e) No Joint Venture
- (f) Our contractor, its affiliates or subsidiaries- including any subcontractors or contractors for any part of the contract – has not been declared ineligible by the port, under laws of India or official regulations.
- (g) We understand that this tender, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal contract agreement is prepared and executed.
- I. We understand that you are not bound to accept the lowest evaluated tender or any other tender or you can also split the work that you may receive.
- II. We also make a specific note clause of [ITB, NIT] under which the contract is governed.

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

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

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

**Specimen format for 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 Tenderer.

**1. Only for individual bidders**

**1.1 Constitution of 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 Contractor**

Description	Year	Turn over
(insert the year as per PQC)	2021-2022	
i.e. last three financial years ending 31st	2022-2023	
march of the previous year as certified by	2023-2024	
Chartered Accountant		

Attachment: financial reports for the last three years: balance sheet, profit and loss statements, auditor's reports (in case of companies/corporation) etc. List them below and attach copies.

Attested Copy of Annual Turnover during last three year ending of the previous financial year.

**3. Similar works**

Particulars	Year	No. of Woks	Value
Total value of completed Similar work as defined in the tender document during last 7years.	2017-2018		
	2018-2019		
	2019-2020		
	2020-2021		
	2021-2022		
	2022-2023		
	2023-2024		

**Attachments:** Supporting documents, viz., Successful completion certificate from clients, other documentations to substantiate the similarity of work as per definition of "annual". Employer reserves the right to verify the information.

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

- (1) Existing commitments and on-going works.

Description of work	Place & State	Contract No. & Date	Name & Address of Port or Dept.	Value of Contract in Rs.	Stipulated Period of Completion	Value of remaining to be completed	Anticipated date of completion
1	2	3	4	5	6	7	8

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(2) Works for which bids already submitted.

Description of work	Place & State	Name & Address of Port or Dept.	Value of Contract in Rs.	Stipulated Period of Completion	Date when decision is expected	Remarks if any
1	2	3	4	5	6	7

Attach attested certificates.

**5. Information on litigation history in which the bidder is involved.**

Other party (ies)	Port	Cause of dispute	Amount	Remark involved showing present status.

**6. 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 FORMAT FOR DECLARATION**

(To be executed on bidder's Letter Head)

To  
Marine Engineer Grade -1  
A.O. Building,  
Ground Floor, Room No 11  
Deendayal Port Authority  
Gandhidham  
Kutch, Gujarat – 370201.  
[rajdeo.kumar@deendayalport.gov.in](mailto:rajdeo.kumar@deendayalport.gov.in)  
[mech.marine@deendayalport.gov.in](mailto:mech.marine@deendayalport.gov.in)  
[mech.div.kpt@gmail.com](mailto:mech.div.kpt@gmail.com)

Ref:\_(Project title)

Sir,

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

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

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

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

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

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

**SPECIMEN LETTER OF AUTHORITY FOR  
SUBMISSION OF BID**

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

To  
Marine Engineer Grade -1  
A.O. Building,  
Ground Floor, Room No 11  
Deendayal Port Authority  
Gandhidham  
Kutch, Gujarat – 370201.  
[rajdeo.kumar@deendayalport.gov.in](mailto:rajdeo.kumar@deendayalport.gov.in)  
[mech.marine@deendayalport.gov.in](mailto:mech.marine@deendayalport.gov.in)  
[mech.div.kpt@gmail.com](mailto:mech.div.kpt@gmail.com)

Dear Sir,

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

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

[specimen signature]

Yours faithfully,

Signature:  
Name & Designation:  
For & on behalf of:

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(Form – 5)

**SPECIMEN FORMAT FOR EXCEPTIONS AND DEVIATIONS**

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

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

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

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

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



**SPECIMEN LETTER OF INTEGRITY PACT**

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

**INTEGRITY PACT BETWEEN**

**DEENDAYAL PORT AUTHORITY (DPA) hereinafter referred to as "The Principal"**

**AND**

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

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

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

**Section 1 - Commitments of the Principal**

- (1) The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:
  - (a) No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
  - (b) The Principal will, during the tender process treat all Bidder(s) with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential /

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additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.

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

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

- (1) The Bidder(s) / Contractor(s) commits themselves to take all measures necessary to prevent corruption. The Bidder(s) / Contractor(s) commits themselves to observe the following principles during participation in the tender process and during the contract execution.
  - a. The Bidder(s) / Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal's employees involved in tender processor the execution of the contract or to any third person any material or other benefit, which he / she is not legally entitled to, in order to obtain in exchange of advantage of any kind whatsoever during the tender process or during the execution of the contract.
  - b. The Bidder(s) / Contractor(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non- submission of bids, or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
  - c. The Bidder(s) / Contractor(s) will not commit any offence, under the relevant Prevention of Corruption Act / Indian Penal Code / PC Act; further the Bidder(s) / Contractor(s) will not use improperly, for purposes of competition, or personal gain, or pass on to others, any information or document provided by the Principal, as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
  - d. The Bidder(s) / Contractor(s) of foreign origin shall disclose the name and address of the Agents / Representatives in India, if any. Similarly, the Bidder(s) / Contractor(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any. Further details as mentioned in the "Guidelines on Indian Agents of Foreign Suppliers" shall be disclosed by the Bidder(s) / Contractor(s). Further, as mentioned in the Guidelines all the payments made to Indian agent / representative have to be in Indian Rupees only.
  - e. The Bidder(s) / Contractor(s) will, when presenting their bid, disclose any and all

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payments made, is committed to or intends to make to agents, brokers or any other intermediaries, in connection with the award of the contract.

- f. Bidder(s) / Contractor(s) who have signed the Integrity Pact shall not approach the Courts while representing the matter to IEMs and shall wait for their decision in the matter.
- (2) The Bidder(s) / Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

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

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

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

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

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

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

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"Guidelines on Banning of Business dealing".

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

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

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

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

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

- (1) The Principal appoints competent and credible Independent External Monitor for this Pact after approval by Central Vigilance Commission. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
- (2) The Monitor is not subject to instructions by the representative of the parties and performs his / her functions neutrally and independently. The Monitor would have access to all Contact documents, whenever required. It will be obligatory for him / her to treat the information and documents of the Bidders / Contractors as confidential. He / she reports to the Chairperson of the Board of the Principal.
- (3) The Bidder(s) / Contractor(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Contractor. The Bidder / Contractor will also grant the Monitor, upon his / her request and demonstration of a valid interest, unrestricted and unconditional access to the project documentation. The Monitor is under contractual obligation, to treat the information and documents of the Bidder / Contractor with confidentiality.
- (4) The Monitor is under contractual obligation to treat the information and documents of the Bidder(s) / Contractor(s) with confidentiality. The Monitor has also signed declaration on "Non Disclosure of Confidential Information" and of "Absence of Conflict of Interest". In case of any conflict of interest arising at a later date, the IEM shall

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inform Chairman, DPA and recues himself / herself from that case

- (5) The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Bidder /Contactor. The parties offer to the Monitor the option to participate in such meetings.
- (6) As soon as the Monitor notices, or believes to notice, a violation of this agreement, he / she will so inform the Management of the Principal and request the management to discontinue, or take corrective action. The Monitor can in this regard submit non- binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.
- (7) The Monitor will submit a written report to the Chairperson of the Board of the Principal, within 8 to 10 weeks from the date of reference or intimation to him by the Principal and, should the occasion arise, submit proposals for correcting problematic situations.
- (8) If the Monitor has reported to the Chairperson of the Board of the Principal, a substantiated suspicion of an offence under relevant IPC / PC Act and the Chairperson of the Board of the Principal has not, within reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner, Government of India.
- (9) The word "Monitor" would include both singular and plural.


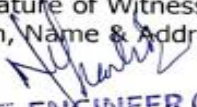
## **Section 9 - Pact Duration**

- 9.1** This Pact shall be operative from the date of signing of IP by both the parties till the final completion of contract of successful bidder and for all other bidders six months after the contract has been awarded. Issues like warranty, guarantee, etc. should be outside the purview of IEMs.
- 9.2** If any claim is made/lodged during this time, the same shall be binding and continue to be valid despite the lapses of this pact, as specified above unless it is discharged/determine by the Chairperson of DPA.

## **Section 10 - Other Provisions**

- (1) This agreement is subject to Indian Law. Place of performance and jurisdiction is the Registered Office of the Principal, i.e. Gandhidham, Gujarat.
- (2) Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.
- (3) If the Bidder / Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.

- (4) Should one or several provisions of this agreement, turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.
- (5) Issues like Warranty / Guarantee etc. shall be outside the purview of IEMs.
- (6) In the event of any contradiction between the Integrity Pact and its Annexure, the Clause in the Integrity Pact will prevail.

 <b>समुद्री अभियंता विशेषी-१</b> <b>दीनदयाल पोतन प्राधिकरण</b> <b>Marine Engineer Gr-I</b> <b>Deendayal Port Authority</b>	  
(For & on behalf of the Principal) (Office Seal)	(For & on behalf of the Bidder/Contractor) (Office Seal)
Place : Gandhidham	
Date : ____/____/20____	
Signature of Witness (Sign, Name & Address)	Signature of Witness (Sign, Name & Address)
 <b>ASST. ENGINEER (M),</b> <b>SUB DIVISIONAL OFFICER</b> <b>DEENDAYAL PORT AUTHORITY</b>	   

Note :- The bidder has to execute Integrity Pact agreement with DEENDAYAL PORT AUTHORITY (As per NIT) and Shri Amiya Kumar Mohapatra, IFoS (Retd.) and Dr. Gopal Dhawan, Ex-CMD, MECL have been nominated by DPA as Independent External Monitors and whose address is as under:

(1) **Shri Amiya Kumar Mohapatra, IFoS (Retd.),**  
 Qrs. No. 5/9, Unit-9, Bhoi Nagar,  
 Bhubaneswar-751022.  
 Mobile No. 9437002530  
[email: amiyaifs@gmail.com](mailto:amiyaifs@gmail.com)

(2) **Dr. Gopal Dhawan, Ex-CMD, MECL,**  
 House No. 120, Jal Shakti Vihar  
 (NHPC Society) P4, Builders Area,  
 Greate Noida Gautam Budh Nagar,  
 Utter Pradesh- 201315.  
 Mobile No. 8007771467  
[email: gdhawangeologist@gmail.com](mailto:gdhawangeologist@gmail.com)

**Specimen EMD (Bank Guarantee Format)**

[The Bank shall fill in this Bank Guarantee Form in association with the instructions indicated.

To be executed on Rs. 300/- non-Judicial Stamp Paper]

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

Beneficiary's Bank details area as under

Account No. 10316591671

IFSC Code : SBIN0060239

Beneficiary: (Name and Address of Employer/Board) The Board of Deendayal Port Authority

Date:

Tender Guarantee No.:

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

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

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

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

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

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

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[Signature(s)]

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

**FORM-6B**  
**TENDER INFORMATION FORM**

*[The Tenderer shall fill in this Form in accordance with the instructions indicated below. No alterations to its format shall be permitted and no substitutions shall be accepted.]*

Date: [insert date (as day, month, and year) of Tender Submission] Tender No.: [insert number of Tendering process]
------------------------------------------------------------------------------------------------------------------------

**Page                      of                      pages**

1. Tenderer's Legal Name <i>[insert Tenderer's legal name]</i>
2. In case of JV, legal name of each party: <i>[insert legal name of each party in JV]</i>
3. Tenderer's actual or intended Country of Registration: <i>[insert actual or intended Country of Registration along with Registration Details]</i>
4. Tenderer's Year of Registration: <i>[insert Tenderer's year of registration]</i>
5. Tenderer's Legal Address in Country of Registration: <i>[insert Tenderer's legal address in country of registration]</i>
6. Tenderer's Authorized Representative Information Name: <i>[insert Authorized Representative's name]</i> Address: <i>[insert Authorized Representative's Address]</i> Telephone/Fax numbers: <i>[insert Authorized Representative's telephone/fax numbers]</i> <u>Email Address: <i>[insert Authorized Representative's email address]</i></u>
7. Attached are copies of original documents of: <i>[check the box(es) of the attached original documents]</i>  <input type="checkbox"/> Articles of Incorporation or Registration of firm named in 1, above, in accordance with ITT.  <input type="checkbox"/> In case of JV, letter of intent to form JV or JV agreement, in accordance with ITT.  <input type="checkbox"/> In case of government owned entity from India, documents establishing legal and financial autonomy and compliance with commercial law, in accordance with ITT.  <input type="checkbox"/> <u>PAN NUMBER</u> <input type="checkbox"/> <u>GST Registration Number</u>



## FORM-6C

### **PROFORMA OF JOINT VENTURE/CONSORTIUM AGREEMENT**

(To be submitted on Non-judicial Stamp Paper of appropriate value)

This Joint Venture / Consortium Agreement is made and entered into on this..... day of .....2025 by and between (i) M/s. (Name of the firm to be filled-in)....., (ii) M/s.....(Name of the firm to be filled-in, ....., primarily for the work under the Deendayal Port AUTHORITY.

All the partners of the Joint Venture /Consortium hereinafter individually referred to as the parties and collectively as the Joint Venture/Consortium‘.

#### **1. Formation of Joint Venture/Consortium**

1.1.

(i)M/s..... (Name of the firm to be filled in) is engaged in.....

.....(Details of the works undertaken by the party)

(ii)M/s..... (Name of the firm to be filled in) is engaged i..... (Details of the works undertaken by the party)

(iii) .....

1.2. On behalf of Board of AUTHORITY of Deendayal Port (hereinafter referred to as —Employerll), the Chief Mechanical Engineer, DEENDAYAL Port AUTHORITY has invited bids from the experienced, resourceful and bonafide Developers with proven technical and financial capabilities of executing the work\_\_\_\_\_.

].

1.3. The parties have been exploring together the ways and means of collaboration for the purpose of an offer to be made for the said project of the Deendayal Port AUTHORITY and have mutually agreed to enter into a Joint Venture/Consortium Agreement to submit a common bid for the project and to carry out the project works in the event of award of the contract, in association with each other and (.....Name of Partner to be filled in.....) shall be the Lead Partner and (i) (.....Name of Partner to be filled in.....), (ii) (.....Name of Partner to be filled in.....), shall be the other partner(s).

NOW THEREFORE IT HAS BEEN AGREED TO BETWEEN THE PARTIES AS FOLLOWS

1.4 The Joint Venture/Consortium will be known as..... (.....Name of JV to be filled in.....) .....and shall consist of (i) (.....Name of the firm to be filled in.....), (ii) (.....Name of the firm to be filled-in.....), , parties to the present agreement.

1.5. The recitals are true and correct and form an integral part of this agreement and are representations of the parties to which they relate and have been relied upon by the parties to enter into the present agreement.

- 1.6. Notwithstanding the date of signature of this agreement, its effective date will be the date of submission of bid.
- 1.7. All costs incurred by the parties before the date of award of contract will be borne by the parties concerned. All costs in implementation of this Joint Venture/Consortium Agreement after award of contract till the expiry of this agreement will be borne by the parties as here in after provided.
- 1.8. The Joint Venture/Consortium will be dissolved and this agreement will cease to have effect on completion of this project, maintenance and fulfillment of all other conditions under the contract, upon receipt of payment of all amounts from the Employer and on settlement of accounts between the parties as hereinafter provided.
- 1.9. The contract, if awarded by the Employer, Letter of Acceptance shall be issued in the name of (....Name of JV/Consortium to be filled in ) and the Contract shall be signed by legally authorized signatories of all the parties.
- 1.10. All the parties of the JV/Consortium shall be jointly and severally liable during the bidding process and the bid document shall be signed by legally authorized signatory of all the parties.
- 1.11. The financial contribution of each partner to the JV/Consortium operation shall be:
  - (i) M/s..... (Name of the partner to be filled-in) - .....
  - (ii) M/s..... (Name of the partner to be filled-in) - .....
  - (iii) .....
- 1.12. All the parties of the JV/Consortium shall be jointly and severally liable for the execution of the project in accordance with the Contract terms, in the event of award of contract. The delineation of duties, responsibilities and scope of work shall be:
  - a) The Lead Partner shall provide suitable experienced personnel at site, for general planning, site management and equipment operations, during entire period of contract execution.
  - b) (.....Name of Partner to be filled-in ) shall carry out the following works
  - c) (.....Name of Partner to be filled-in.....) shall carry out the following works
  - d) .....
- 1.13. The parties hereto agreed that each of them shall duly and properly perform all the functions and all costs related to their respective works.
- 1.14. The parties hereto shall be at liberty to enter into liaison work/correspondence with statutory and local authorities as the circumstances warrant individually or collectively.
- 1.15. It is hereby agreed and undertaken that, all the parties are jointly and severally liable to the —Board of Port of Deendayal for the performance of the contract.
- 1.16. Notwithstanding demarcation or allotment of work between JV/Consortium partners, JV/Consortium each partner shall be liable for

non-performance of the whole contract irrespective of their demarcation or share of work.

- 1.17. The Lead Partner shall be authorized to act on behalf of the JV/Consortium.
- 1.18. All the correspondences between the Employer and the JV /Consortium shall be routed through the Lead Partner.
- 1.19. The Lead Partner is authorized: (a) to submit bid, negotiate and conclude contract and incur all liabilities therewith on behalf of the partner(s) of the JV /Consortium during the bidding process; and (b) in the event of a successful bid, to incur liabilities and receive instructions for and on behalf of the partner(s) of the JV/Consortium and to carry out the entire execution of the contract including payment, exclusively through Lead Partner.
- 1.20. In the event of default of the Lead Partner, it shall be construed as default of the Developer/Contractor; and Employer shall be entitled to take action under relevant clause(s) of the Department Bid Document and/or Conditions of Contract.
- 1.21. All the parties of the JV/Consortium shall be jointly and severally liable for due performance, recourse/sanctions within the joint venture in the event of default of any partner and arrangements for providing the required indemnities.
- 1.22. The JV/ Consortium shall have a separate JV/Consortium Bank account (distinct from the Bank account of the individual partners) to which individual partners shall contribute their share capital / or working capital. The financial obligation of the consortium shall be discharged through the said JV/ Consortium Bank account only and also all payment received by consortium from the Deendayal Port AUTHORITY shall be through that account only.

The parties hereto have mutually agreed to the terms and conditions set forth herein above and have assured each other to duly perform the reciprocal promises and obligations on either side for effective implementation of the JV/Consortium for proper and due completion of the works envisaged, in the event of award of contract to the JV/Consortium and have affixed their signature in this indenture on this the .....day of.....2025

(i) Signature Name  
Designation seal & Common  
seal of the firm

(ii) Signature Name  
Designation seal &  
Common seal of the firm

Witness1

Witness2

## FORM-6D

### PROFORMA OF POWER- OF-ATTORNEY FOR LEAD MEMBER OF JV/ CONSORTIUM (To be submitted on Non-judicial Stamp Paper of appropriate value)

By this Power-of-Attorney executed on this .... day of ...(month) of 2022, we, (i) (.....Name of legally authorized signatory of first partner to be filled in .....), (ii) (.....Name of legally authorized signatory of second partner to be filled in), .....hereby jointly authorize and agree the Lead Partner, M/s (.....Name of the lead partner to be filled in.....), ( a ) to submit bid , negotiate and conclude contract and incur all liabilities therewith on behalf of the partner(s) of the JV /Consortium during the bidding process: and (b) in the event of a successful bid, to incur liabilities and receive instructions for and on behalf of the partner(s) of the JV /Consortium and to carry out the entire execution of the contract including payment for the work of .....(insert name of the work)..... exclusively through Lead Partner.

(i) Signature Name Designation seal & Common seal of the firm

(ii) Signature Name Designation seal & Common seal of the firm

Signature, name and seal of the certifying authority/ Notary Public.

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**FORM-6E****FORMAT FOR DETAILS OF CONSORTIUM MEMBERS**

1. Details of the Firm				
Firm's Name, Address and Telephone				
Name and Telephone No. of the Contact Person				
Fields of Expertise				
Nature of Experience (no. of years, expertise)				
2. Services that are proposed to be sub contracted:				
3. Person who will lead the Member* Name: Designation: Telephone No: Email:				
4. Details of Firm's previous experience				
Project and Location	Name, address and telephone no. of Client	Scope	Duration (Start Date-completion Date)	Status
1. 2. 3. 4. 5. 6.				

**LETTER OF ACCEPTANCE**  
(On letter head paper of the port)

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

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

Dear Sir,  
Sub: Tender No.  
Title of Tender  
Ref: Your Bid Dated  
And (list of correspondence with the Bidders)

This is to notify you that your bid dated \_\_\_\_\_ for supply of the \_\_\_\_\_ (name of the contract and identification number, as given in the instruction to bidders) for the Contract Price of Rupees \_\_\_\_\_ (amount in words and figures) as corrected and modified in accordance with the Tender Documents is hereby accepted by the Employer/Board.

You are hereby requested to furnish performance guarantee, in the form detailed in Tender Document for an amount of Rs. \_\_\_\_\_ within (21) days of the receipt of this letter of acceptance and valid up to 21 days from the date of completion of contractual obligations, subject to removal of Defects, i.e. up to \_\_\_\_\_ and also sign the contract agreement within (14) days of the receipt of this letter of acceptance, failing which action as stated in the tender document will be taken.

Detailed letter of acceptance will follow.

The Engineer-In-Charge for the work shall be Shri \_\_\_\_\_.

Please acknowledge receipt.

Yours faithfully,

Authorized signature  
Name and title of signatory

Deendayal Port Authority

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

(To be executed on Rs. 300/- non-judicial Stamp Paper & to be submitted after entering by issuing Branch in their online system for generating Bank Guarantee in SFMS Mode)

To,  
The Board of Authorities of the  
Port of Kandla, Deendayal Port  
Authority  
A.O. Building, P.O.  
Box No.50,  
Gandhidham -Kutch.

In consideration of the Board of Deendayal Port Authority of the Port of DEENDAYAL PORT AUTHORITY incorporated by the Major Port Authorities Act, 2021 (hereinafter called "The Board" which expression shall unless excluded by or repugnant to the context or meaning thereof be deemed to include the Board of Deendayal Port Authority of the Port of [DEENDAYAL PORT AUTHORITY], its successors and assigns) having agreed to exempt \_\_\_\_\_ (hereinafter called the "contractor") (Name of the contractor/s) from the demand under the terms and condition of the contract, vide \_\_\_\_\_ (Name of the Department)'s letter No. \_\_\_\_\_ Date \_\_\_\_\_ made between the contractors and the Board for execution of \_\_\_\_\_ covered under Tender No. \_\_\_\_\_ dated \_\_\_\_\_ (hereinafter called "the said contract") for the payment of Security Deposit in cash or Lodgment of Government Promissory Loan Notes for the due fulfillment by the said contractors of the terms and condition of the said contract, on production of a bank Guarantee for Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_) only we, the (Name of the Bank and Address ) \_\_\_\_\_ hereinafter referred to as "the Bank") at the request of the contractors do hereby undertake to pay to the Board an amount not exceeding Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_) only against any loss or damage caused to or suffered by the Board by reason of any breach by the contractors of any of the terms and conditions of the said contract.

2. We, \_\_\_\_\_ (Name of Bank) (Name of Branch), do hereby 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 suffered by the Board by reason of the contractor's failure to perform the said contract. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this Guarantee. However, our liability under this guarantee shall be restricted to any amount not exceeding Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_) only.

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

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4. We, (Name of Bank and Branch), further agree with the Board that the guarantee herein contained shall remain in full force and effect during the period that would be taken for performance of the said contract and that it shall continue to be enforceable till all the dues of the Board under or by virtue of the said contract have been fully paid and its claims satisfied or discharged or till the \_\_\_\_\_ (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 at the request of the Board but at the cost of the Contractors, renew or extend this guarantee for such further period or periods as the Board may require from time to time.

5. We, (Name of Bank and Branch), further agree with the Board that the Board shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said contract or to extend the time of performance by the said 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 what so ever 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 up to \_\_\_\_\_; 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)."

10. (i) Name of Beneficiary's Bank is State Bank of India, Gandhidham.

(ii) IFSC No. of Beneficiary's Bank is SBIN0060239.

(iii) Bank Account No. of Beneficiary is 10316591671.

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

For, (Name of Bank)  
(Name)  
Signature



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**Form No 09**

**AUTHORITY FROM BANK FOR ALL BGs**

(To be executed on Bank's Letter Head)

To  
Marine Engineer Grade -1  
A.O. Building,  
Ground Floor, Room No 11  
Deendayal Port Authority  
Gandhidham  
Kutch, Gujarat – 370201.  
[rajdeo.kumar@deendayalport.gov.in](mailto:rajdeo.kumar@deendayalport.gov.in)  
[mech.marine@deendayalport.gov.in](mailto:mech.marine@deendayalport.gov.in)  
[mech.div.kpt@gmail.com](mailto:mech.div.kpt@gmail.com)

Sub: Our Bank Guarantee No. \_\_\_\_\_ Dated \_\_\_\_\_ for Rs. \_\_\_\_\_  
Favoring yourselves issued on a/c of M/s. \_\_\_\_\_ (Name of contractor)

Dear Sir,

We confirm having issued the above mentioned guarantee favoring yourselves, issued on account of M/s. \_\_\_\_\_ validity for expiry up to date \_\_\_\_\_ and claim expiry date up to \_\_\_\_\_. We also confirm 1) \_\_\_\_\_ 2) \_\_\_\_\_ is/are empowered to sign such Bank Guarantee on behalf of the Bank and his/their signatures is/are binding on the Bank.

Name of signature of Bank Office

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**Form No 10**

**Bank Payment Agreement Form**

1. Name of the Party : \_\_\_\_\_
2. Account No. : \_\_\_\_\_
3. Branch Name : \_\_\_\_\_
4. Branch Station : \_\_\_\_\_
5. IPSC Code of the Bank : \_\_\_\_\_
6. MICR Code : \_\_\_\_\_
7. Accepted for : NEFT Payment OR RTGS Payment

➤ **Declaration by the Party: (Given on the Letter Head of the Company)**

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

**Signature of the PartySeal of the Company**

➤ **Declaration by the Bank: (Given on the Letter Head of the Bank)**

It is hereby informed that the details mentioned by the Party are correct as per our records and any payment made by the DPA to this account will be accepted by either RTGS / NEFT.

**Signature of the Bank Manager**

**DEENDAYALPORTAUTHORITY**  
**FORM OF AGREEMENT (FOR EXECUTION OF WORK)**

(to be executed on Rs.300-non-judicial stamp paper)  
[the successful bidder shall fill in this form in Accordance with the instructions indicated]

This agreement made of this \_\_\_\_\_ day of \_\_\_\_\_ Two Thousand Twenty-five between the Board of Deendayal Port Authority, a body corporate under Major Port Authorities Act, 2021 have its registered office at Administration Office Building at Gandhidham (Kutch) (hereinafter called the 'Board' which expression shall unless excluded by or repugnant to the context, be deemed to include their successors in office) of the one part and \_\_\_\_\_ (Name and address of all the partners if a partnership with all their address) hereinafter called the 'Contractor' which expression shall unless excluded by or repugnant to the context be deemed to include his / their heirs, executors, administration, representatives and assignees or successors in office of the other part.

WHEREAS the Board is desirous to carrying out the work of \_\_\_\_\_ and

whereas the Contractor has offered to execute and complete such work.

WHEREAS the Contractor has deposited a sum of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only) as security deposit in the form of **Online Digital Transfer or FDR or in form of Bank Guarantee** for the due fulfilment of all the conditions of the contract.

NOW THIS AGREEMENT WITHINESS AS FOLLOWS:

1. In this agreement words and expression shall have the same meaning as are respectively assigned to them in the general condition (including special conditions, if any) of contract hereinafter referred to.
2. The following documents shall be deemed to form and read as construed part of this agreement viz.:
  - i) Notice inviting tender.
  - ii) Technical specifications.
  - iii) Special conditions of contract.
  - iv) Tender submitted by the Contractor.
  - v) The Board's "Drawing".
  - vi) The schedule items of work with quantities and rates.
  - vii) Any correspondence made between the Marine Engineer Grade -1 and the Contractor after opening of the Cover-I—as regards to contain clarifications/details called for vice versa.
  - viii) Common terms and conditions offered to Contractor and their acceptance including

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confirmation to withdrawal of their own terms and conditions offered with the tender i.e. 'Cover-I'

ix) Bank Guarantee for security deposit.

1. The Contractor hereby covenants with the Board to complete the work of \_\_\_\_\_ in conformity in all respects, with the provisions of the contract.
2. The Board hereby covenants to pay the Contractor in consideration of such completion of the works, the contact price of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only) at the time and in the manner prescribed of the contract.

IN WITNESS WHERE of the parties here unto have set their hands and seals the day and year first above written signed and sealed by the Contractor in the presenceof: -

Witness

1. Name & Address \_\_\_\_\_ Signature of  
ContractorSeal

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

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

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

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

(Chief Mechanical Engineer)  
Deendayal Port Authority

The common seal of the Board of Authorities of the Port of affixed in the presence of:

(Secretary)  
Deendayal Port Authority

**Deendayal Port Authority**  
**Form of application by the Contractor for seeking extension of time**  
**Part – 1**

1. Name of Contractor
2. Name of work as given in the agreement
3. Agreement No.
4. Estimated amount put to tender
5. Date of commencement of work as per agreement
6. Period allowed for completion of work as per agreement
7. Date of completion stipulated in agreement
8. Period for which extension of time has been given previously:
  - (a) 1<sup>st</sup> extension vide EE's No.                      Dated   Month                      Days
  - (b) 2<sup>nd</sup> extension vide EE's No.                      Dated   Month                      Days
  - (c) 3<sup>rd</sup> extension vide EE's No.                      Dated   Month                      Days
  - (d) 4<sup>th</sup> extension vide EE's No.                      Dated   Month                      DaysTotal extension previously given.
9. Reasons for which extensions have been previously given (Copies of the previous application should be attached)
10. Period for which extension is applied for
11. Hindrance on account of which extension is applied for with dates on which hindrances occurred and the period for which these are likely to last.
  - (a) Serial No.
  - (b) Nature of hindrance
  - (c) Date of Occurrence
  - (d) Period for which it is likely to last
  - (e) Period for which extension required for this particular hindrance
  - (f) Overlapping period if any, with reference to item.....
  - (g) Net extension applied for
  - (h) Remarks, if any.Total period on account of hindrance mentioned above.....  
Month .....Days
12. Extension of time required for extra work.
13. Details of extra work and amount involved:
  - (a) Total value of extra work
  - (b) Proportionate period of extension of time based on estimated amount put to tender on account of extra work.
14. Total extension of time required for 11 & 12 Submitted to the Sub-Divisional Officer.....

**Signature of Contractor**  
**Date:**

**DEENDAYAL PORT AUTHORITY**

**APPLICATION FOR EXTENSION OF TIME**

**PART II**

**(To be filled in by the Sub-Divisional Office)**

1. Date of receipt of application from..... Contractor for the work of .....in the Sub-Divisional Office.
2. Acknowledgement issued by S.D.O. vide his No .....dated
3. Remarks of S.D.O.  
(on the reasons given by the contractor are correct and what extension, if any, is recommended by him. If he does not recommend the extension, reasons for rejections should be given.)

Signature of Divisional Officer  
Dated:

**(To be filled in by the Executive Engineer)**

1. Date of receipt in the Divisional Office.
2. Executive Engineers remarks regarding hindrances mentioned by the Contractor.
  - (1) Serial No.
  - (2) Nature of hindrance
  - (3) Date of occurrence
  - (4) Period for which hindrance is likely to last
  - (5) Extension of time applied for by the contractor
  - (6) Overlapping period, if any, giving reference to items which overlap.
  - (7) Net period for which extension is recommended
  - (8) Remarks as to why the hindrance occurred and justification for extension recommended.
3. Executive Engineer's recommendations:  
(The present progress of the work should be stated and whether the work is likely to be completed by the date up to which extension has been applied for. If extension of time is not recommended, what compensation is proposed to be levied under clause 2 of the agreement).

Signature of Executive Engineer  
Date:

Dy. HOD/SE's recommendations

Signature of Superintending Engineer  
Date:

HOD's recommendations/approval.

Signature of Chief Mechanical Engineer  
Date:

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**SECTION-V**  
**Scope of Work of the Contract**

**1.0 Broad Scope of Work:**

- 1.01 The scope of work includes providing of 02 Nos. each Truck Mounted Mist Cannon system and Truck Mounted Road Sweeper system along with manpower, Complete Operation & Comprehensive Maintenance for the entire contract period of three years.
- 1.02 The party is required to carry out the testing of the machines at the site as per the requirements for acceptance of the machine for deployment and the Contractor shall furnish the supporting documents towards fulfilling the technical specifications and demonstrate at site for the parameters whichever is applicable. The required performances of all the equipments shall be maintained throughout the contract with DPA.
- 1.03 The operations and posting of all four truck mounted machines at different locations inside Port area shall be handled by Traffic department being operational department under the ATM or as per direction of EIC.
- 1.04 The contractor has to deploy & operate the required machines within the Port areas i.e. New Kandla, Gopalpuri and also at Tuna Tekra (only in case of shifting of cargo at Tuna) as per requirement, as and when required. Contractor has to comply with all the motor vehicle rules and regulations etc. as per government rules and D.P.A. will not be responsible for violation of any rules & regulations.
- 1.05 The contractor is expected to have full knowledge of Operation & Maintenance of all the machines/equipments/items at work site and nature of application of work and no any additional claim what-so-ever shall be entertained in this regard by DPA. It is the sole responsibility of the contractor to operate and maintain the equipments/machines to the entire satisfaction of the EIC of DPA.
- 1.06 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 port areas and adjoining thereof. Any damages to the property shall be made good by the contractor at his own cost no any claim shall be entertained by the DPA in this regard. If the contractor does not repair the damages in reasonable time period, the same may be made good by DPA at the sole risk and cost of the contractor and amount will be recovered from the bill due as per DPA rule.
- 1.07 Party shall also visit and inspect the site and acquaint himself with all local condition and basic requirements in the cargo jetty & other area of DPA, and working condition at and around the sites. No dispute/claims of the contractor what-so-ever, shall be entertained by DPA for any working conditions arising out of local conditions.

- 1.08 The contractor shall have to make his own arrangement for fuel, water and other consumables for all the equipments/items deployed during the tenure of the contract for successful completion of the contract.
- 1.09 The contractor has to arrange the required potable water at Kandla itself to reduce any downtime due to want of water for running the systems.
- 1.10 Contractor shall arrange for separate arrangement/vehicles for disposing of collected dust/debris from road sweeper machines to other earmarked place (by DPA) at contractor's own cost. To minimize the downtime, sweeping machine shall not be engaged for disposal of collected waste e.g. dust/debris etc. at earmarked places.
- 1.11 All the rules and regulations in force for entry inside the port premises shall be observed and shall be strictly followed by the contractor and by all his employee/ staff etc.

## **2. 0 Technical specifications for Truck mounted Mist Cannon system:**

2.01 General information & System description (not limited to) are as follow:

- (i) The Mist Cannon shall be fitted with Nozzle, Gun, High Speed Fan, rotating mechanism, Pump set and internal connections, etc., suitable to operate in Port working conditions of heavy coal dust in the air.
- (ii) The Mist Cannon shall be equipped with minimum number of 80 Nos. pressure sprinkle Nozzles (SS316 L or higher Grade/ Brass Alloy) in such a way to get maximum dispersal of mist for effective dust suppression.
- (iii) The horizontal throw range of the Water Mist would be in the range of 90-100 meters under no wind condition. However, at site horizontal throw range of the Water Mist should reach at least 100 meters along the wind direction. Spray pattern shall be cone shaped.
- (iv) Finest mist of direct pressure nozzles shall produce droplets in the range of 25 - 300 microns. The Contractor shall provide the validation certificate in this regard.
- (v) The system shall have suitable automatic Pump protection, to ensure that in the event of stoppage of water supply to Pump, the Pump will get stopped completely, thereby preventing the Pump from getting damaged.
- (vi) The system shall be provided with High Speed Turbine Electrical Motor to rotate high speed specially designed Fan for throwing the mist in the range of 90-100 meters under no wind condition. However, at site horizontal throw range of the Water Mist should reach at least 100 meters along the wind direction.
- (vii) The system shall have the minimum facility to rotate from 0° to 180°, for spraying with maximum coverage, with handy provision to set the degree of rotation as per site requirement. Also, the degree of vertical tilt shall be -5° to 40°. The rotation of the system shall have facility to be set manually and in automatic mode.
- (viii) The Nozzles in the system shall be free from entering of sediments, mud and dust particles, etc., with suitable Filter arrangements, for easy operation and maintenance. The systems shall be fitted with inline preliminary water filter, at inlet point of water, for removing mud, sediment particles, etc. from entering the pipeline and to avoid choking of nozzles. The system should have in-line Water Filter with easy access to clean and should be provided with Manometer to check if the line filter is choked and needs cleaning.



- (ix) The system shall be provided additionally with Water Hoses, of suitable size and length of minimum 20 metres, with quick fix coupling arrangements, for easy connection and dismantling for manual operations, in case of any emergency.
- (x) The Mist Cannon shall be designed in such a way that it is suitable for continuous operations even for 24 Hrs.
- (xi) The Mist Cannon vehicle to be offered to DPA shall not be older than one year before the issuance of date of Work order. The Certification of date of manufacturing from the manufacturer will have to be submitted at the time of initial deployment at the site of DPA.
- (xii) It shall be the Contractor's responsibility to fill with suitable lubricant hydraulic oil, transmission oil etc. and prior to acceptance, deployment and for the entire tenure of the contract.
- (xiii) Minimum 03 nos. rear sprinklers shall be provided for sprinkling of water on the roads with separate valve control and operational from driver cabin in each Trucks.

2.02 Truck Chassis: Chassis with cabin from reputed manufacturer such as TATA/ASHOK LEYLAND/EICHER/VOLVO/ MAHINDRA & MAHINDRA/ HINDUSTAN MOTORS

- MODEL: BS-VI or latest
- The Contractor will have to select the Chassis in such a way that the complete Mist Cannon Machine unit may be installed safely on the Chassis, without any hindrance.
- Registration, permits, PUC, Insurance etc. of the vehicles, shall be in the name of the Contractor/ duly authorize persons/ company only and the contractor shall only be responsible for renewal of the same from time to time as per statutory requirements.

2.03 Water Tank on Truck

- The Water Tank shall be of minimum 12000 Litres capacity.
- Thickness and material of the water tank plate should be selected so as to suit the load and environmental conditions (Marine Environment).

2.04 Power source for Mist Canon system

- A separate power source shall be mounted on trucks to operate the mist canon system and shall be sufficient to cater the demand.

2.05 Control Panel

- The Control Panel shall be totally enclosed, dust and vermin proof integral type with minimum IP 65 degree of protection as per the relevant Indian Standard(s), with latest amendment(s)

2.06 High Pressure Pump

Other than the requirement of dust suppression by Canon Mist, the same may be used for sprinkling of water on roads and other areas for suppression of dust. In line with the above, the equipment will be supplied along with Pump and Hose as per following broad specification:

- Suitable high-pressure pump with stainless steel / Brass alloy impellers & stainless steel shaft should be provided with provision of flowmeter on the input side, to be fitted with minimum 150 LPM Discharge.
- Fire hose reel with drum and end Fittings shall be provided of length min. 20 metres.

2.07 Safety Devices

- Minimum standard safety devices like audio-visual alarm, rear & side view camera, fire extinguisher in the cabin, parking brakes, etc. must be available. A suitable size monitor with a sun-visor shall be fitted for displaying the camera

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views simultaneously for easy overview and operation by operator.

- Full function wireless remote control for remote operations of mist cannon with emergency stop switch (hand held-minimum 50 mtrs.)

#### 2.08 Conditions of Supply

- a) The Truck-mounted Mist Cannon Machine should be capable of suppressing air-borne dust, generated from different types of coal & other materials, including fine and micro fine dust, in open areas / Yards / Railway Sidings / Berths / Sheds, etc.
- b) It should be capable of suppressing air-borne dust without the use of any surfactants or chemicals.
- c) Necessary lighting / illumination arrangement shall be provided on the Truck for operation during night/low light conditions.
- d) After the award of work , the Contractor shall, within 10 (ten) days, submit the relevant documents for compliance of tender conditions, same shall be verified by the Third Party Inspection Agency (to be appointed by DPA).
- e) However, vetting of such relevant documents by the TPIA shall not relieve and absolve the Contractor of his responsibilities for the quality of materials, efficiency and performance of the equipments and the entire dust suppression system supplied by the contractor throughout the contract period.

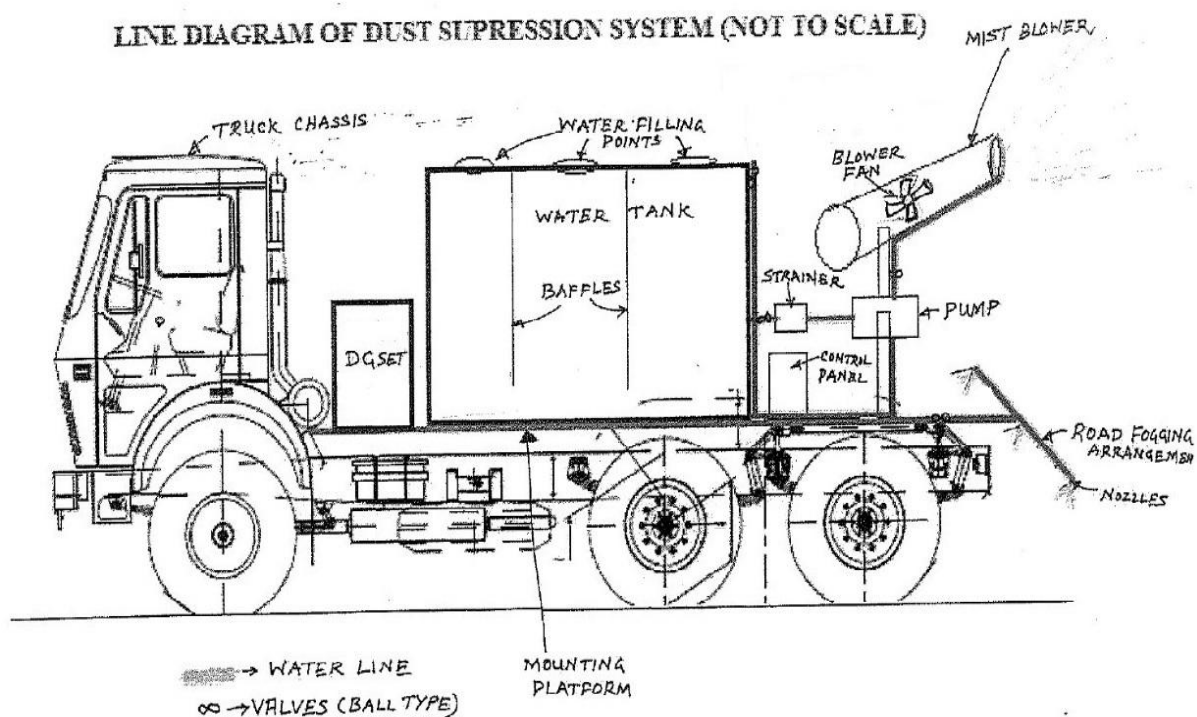
#### 2.09 Supply and Acceptance of Machine:

- a) The Mist Cannon vehicle to be offered to DPA shall not be older than one year before the issuance of date of Work order.
- b) The Contractor shall deploy truck mounted Mist Cannon machine complying the technical specifications provided in above mentioned. The system shall be delivered for deployment at Deendayal Port Authority site subject to Dispatch Clearance by Third Party Inspection agency (TPIA) at Manufacturing Site before dispatch, and then after, acceptance of DPA, within 45 days from the date of issuance of Work Order.
- c) For acceptance of the machine the Contractor shall furnish the supporting documents towards fulfilling the technical specifications
- d) The Registration certificate, Insurance certificate, pollution under control certificate shall be obtained by the Contractor at his own cost and submitted to DPA before acceptance of the machines. It is the contractor responsibility to renew the registration, insurance, PUCs etc. during the tenure of the contract.

#### 2.10 Documents required during final commissioning:

- All Inspection Reports (including Factory Acceptance Test in presence of TPIA and/or DPA), along with all Test Certificate(s) of OEM (Original Equipment Manufacturer).
- Certificate from RTO for road worthiness of truck mounted Mist Canon.
- Copy of Drivers License with seal and sign of contractor for genuinity.

A rough / indicative diagram for Truck Mounted Mist Cannon is as below:█



### 3.0 Technical specifications for Truck Mounted Road Sweeper system:

3.01 General information & System description (not limited to) are as follow:

The mechanical or vacuum type road sweeper should have following specifications as a minimum capability in terms of performance in respect to speed and quality.

- i. It should have rugged design frame with brushes Horizontal (mechanical type), 2 Nos. side brushes, 1Nos. front extendable/adjustable brush, nozzles, mechanical conveyor or vacuum type system for transporting to the hopper, hydraulic system for lifting / tipping arrangement.
- ii. The mechanical or vacuum type road sweeper machine shall be fitted with thick brushes made up of Steel / polypropylene, so that it is capable of picking up variety of refuses like leaves, littering plastic paper/paper & debris – dirt, coal/ iron/ other dirty cargo dust, sand, rubble, silt, wet waste, pebbles and stones up to 40 mm size from the roads.
- iii. The brush system shall be of rugged quality & strength and shall have sufficient degree of flexibility to adjust in accordance with contour of the road and enable to cleaning of paved foot path, bituminous & RCC roads.
- iv. The brush mechanism shall be provided with different speeds and shall be capable of picking and guiding the solid and semi-solid waste into the collection hoppers through conveyor.
- v. The equipment should be powered by Auxiliary system, which should be capable of driving vacuum system or the conveyor & brushes through hydrostatic drive/step up gearbox and suitable coupling.
- vi. The entire sweeping operation like lowering and raising of central and side brushes, operating of sweeping brushes etc. should be hydraulic / pneumatic actuated having provision of brush angle adjustment and independent brush lifting which would make sweeping efficient & to achieve a longer lifetime of brushes.

- vii. Must include Hydraulically operated side discharge Door locking/unlocking lifting and lowering and side dumping of the hopper or other arrangement for dumping collected waste.
- viii. The Equipment should have best technological arrangement to ensure that the dust content in the exhaust air, from sweeping machine is less than the existing / prevailing pollution control norms of PM-10. Relevant certification in this regard to be submitted.
- ix. The light fittings shall be provided for Night/low light conditions Operations Focus light at Boom & reverse Flash light available with Horn for operating the equipment in reverse direction area to be provided.
- x. Minimum standard safety devices like audio-visual alarm, rear & side view camera, fire extinguisher in the cabin, parking brakes, etc. must be available.
- xi. The Road Sweeper vehicle to be offered to DPA shall not be older than one year before the issuance of date of Work order. Certification of date of manufacturing from the manufacturer will have to be submitted at the time of trial run.
- xii. The Mechanical Sweeper or vacuum type machines shall be provided with efficient system for collection and settlement of dust i.e. preventing dust / dirt flying out in the atmosphere during operation of sweeping activity and collection of waste as well as while collection in hoppers. The road sweeper machine shall be fitted with suitable capacity of water spray and shall be operating along the brush for dust suppression as & when required.
- xiii. It is to take the note that at DPA, handling of major dust is of Coal dust type, Coal are handled through the road from ship Jetty to their respective stock yard. Contractor has to ensure that the supplied road sweeper machines are capable of handling coal dusts/ debris at a bulk on regular basis. Accordingly, the bidder must carry out site visit prior to bid and submit the Site visit form (SECTION VIII) in this regards.

### **3.02 Broad technical specifications:**

1. Chassis with cabin from reputed manufacturer such as TATA/ASHOK LEYLAND/EICHER/VOLVO/ MAHINDRA & MAHINDRA/ HINDUSTAN MOTORS
2. MODEL: BS-VI or latest
3. Sweeping width: minimum 3400mm.
4. Container Hopper volume: Minimum 5 Cu. Meter.
5. Cleaning Speed range: - 5-15 KMPH.
6. A separate power source shall be mounted on truck to operate the road sweeper system and shall be sufficient to cater the demand.
7. All sweeper controls to be mounted on a central console located near the operator inside the driver's cabin.
8. The equipment shall be equipped with manually operated controls for all the sweeping operations on the vehicle in case of emergency considering human and vehicle safety.
9. The system to be fitted with waterproof, wide angled, cameras installed for the left side broom and rear side of vehicle for better and improved inside cabin visibility. This is to enable the driver to have maximum control during operation. A suitable size monitor with a sun-visor shall be fitted for displaying the camera views simultaneously for easy overview by operator.
10. Reflective Indicators: The Sweeping machine shall have a warning beacon affixed to the vehicle on rear side for human and machine safety.

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### **3.03 Supply and Acceptance of Machine:**

- a) The truck mounted Road sweeper vehicle to be offered to DPA shall not be older than one year before the issuance of date of Work order.
- b) The Contractor shall deploy truck mounted Road Sweeper machine complying the technical specifications provided in above mentioned. The system shall be delivered for deployment at Deendayal Port Authority site subject to Dispatch Clearance by Third Party Inspection agency (TPIA) at Manufacturing Site before dispatch, and then after, acceptance of DPA, within 45 days from the date of issuance of Work Order.
- c) For acceptance of the machine, the Contractor shall furnish the supporting documents towards fulfilling the technical specifications for verification by TPIA.
- d) The Registration certificate, Insurance certificate, pollution under control certificate shall be obtained by the Contractor at his own cost and submitted to DPA before acceptance of the machine. It is the contractor responsibility to renew the registration, insurance, PUCs etc. during the tenure of the contract.

### **3.04 Documents required during final commissioning:**

- a) All Inspection Reports (including Acceptance Test in presence of TPIA and/or DPA), along with all Test Certificate(s) of OEM (Original Equipment Manufacturer).
- b) Certificate from RTO for road worthiness of truck mounted Road sweeper machine.

## **4.0 Comprehensive Operation & Maintenance of the complete systems:**

- 4.01 The comprehensive operation & maintenance contract means that the contractor has to carry out the operations of each machines; preventive, scheduled and breakdown maintenance of the complete systems for three years from the date of satisfactory deployment of each machine, including required manpower costs, fuel, oil, water, consumables, tools, plants, Spare parts, accessories, maintenance services and all arrangements, insurance, road tax etc. required for successful completion of contract.
- 4.02 Contractor has to engage the following for the O&M purpose during the tenure of the contract as follows:
  - (i) Minimum one driver cum operator with one helper cum cleaner for each machine/Truck for daily operating the systems. Both should hold a valid Driving License of Heavy Motor Vehicle.
  - (ii) The firm shall provide training of Operation & Maintenance of Machines, to all the Operators, helpers, Technicians and later if Operator and Technician are changed/replaced, then Service Provider shall provide sufficient training to the new Operator & Technician also.
  - (iii) The firm has to provide minimum one male mazdoor for maintenance purpose during one shift.
  - (iv) The firm has to provide minimum one Technician cum Mechanic for operational maintenance and Operation purpose during one shift.
  - (v) The contractor firm has to provide minimum one Supervisor cum technician for maintenance and Operation purpose during one shift.
  - (vi) All Spares, tools & tackles, consumables etc. required for the successful operation and maintenance purpose during entire contract period are to be arranged by the Contractor at his own cost.

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- 4.03 The truck chassis on which the systems are installed are to be maintained including all spares & labour, by the contractor during the tenure of the contract at his own cost.

## **5.0 General terms and conditions:**

- 5.01 The complete responsibility for safe working of the staffs will be borne by the Contractor. DPA will not be responsible for any loss, damage or accident to any of the staff and property. The Contractor have to provide insurance coverage of engaged manpower and other materials.
- 5.02 All the applicable Laws including labour laws shall be followed by the contractor.
- 5.03 Contractor must issue an identity card to their staff before commencement of work. And also apply for the CISF/Security gate entry-pass of the staffs in the port areas. All the rules and regulations in force for entry inside the port premises shall be observed and following by the contractor and by all his employee, staff etc.
- 5.04 The equipment's operational timings will be tentatively from 0800 to 2000 hrs. or as specified by EIC per day, i.e 12 hrs. each day. In case of additional requirements/emergency situations, machines may require to perform for additional time period for which supplementary off (S/O) may be availed by the required skilled/ unskilled staff. One S/O may be given for each 8 hrs of additional work performed by staff actually involved in this additional hrs. More than 2 S/O cannot be granted in one stretch, S/O will be lapsed after two months and will not be carried forward. The record of such extra hours and respective S/O generated must be maintain by Supervisor with duly signed by Nodal officer/ EIC or his representative. No other forms of reimbursement for extra Hrs./Kms. of work will be entertained.
- 5.05 The contractor is expected to have full knowledge of work, work site and nature of work and no claim what-so-ever shall be entertained in this regard.
- 5.06 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 port 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 & cost of contractor and amount will be recovered from the bill due or securities.
- 5.07 The tenderer shall carefully examine the condition of contract, scope, site etc. before submitting the tender. He shall also visit and inspect site of work and acquaint himself with all local condition inside the port, working condition at and around the site before submitting the tender. No dispute/claims what-so-ever shall be entertained for the work of any nature arising out of local conditions.
- 5.08 All fooding, lodging & transportation etc. cost should be solely bear by the contractor. The contractor shall also arrange for transportation of staffs & materials if required from work site to repair site and vice-versa.
- 5.09 The contractor shall ensure that the wages paid by him to the personnel deployed by him are not less than the prevailing Minimum Rates of Wages per person per day in

respect of Area-C as notified by the Chief Labour Commissioner (C), Ministry of Labour & Employment, New Delhi, from time to time in respect of the Skilled Category and Highly Skilled Category.

- 5.10 At any point of time during the currency of the contract if it is found that, the wages are not being paid in accordance with the prevailing statutory rates of minimum wages notified from time to time by the Chief Labour Commissioner (C), Ministry of Labour & Employment, New Delhi, the difference of payments may be made by DPA by deducting from contractor bill or security and the contract may be terminated forthwith and the performance security shall be forfeited.
- 5.11 The contractor shall not engage/employ persons below the age of 18 years. The details of the engaged staffs shall be submitted to E-I-C.
- 5.12 The contractor shall maintain all records/registers required to be maintained by him under various Labour laws and produce the same before the Statutory Authorities and should also be available for inspection at any time by the DPA official or their authorized representatives. These records/registers shall among other things include the following: -

Sr. No	Name of Register
(i)	Muster Roll/Daily Attendance
(ii)	Register of Wages
(iii)	Register of Deductions
(iv)	Register of Fines
(v)	Wage Slip and EPF Slip
(vi)	Register of Advances
(vii)	Accident Register
(viii)	Penalty Register
(ix)	Register of Damage

- 5.13 Tools & Tackles:  
All the tools & tackles, required for doing the work, shall be provided by the contractor i.e. sufficient spanner-sets, torque-wrenches, Allen-keys, tester, screw driver set, safety belts etc. DPA will not provide anything.
- 5.14 The contractor has to provide the required PPE kit to his engaged staffs viz. helmet, safety shoes, gloves, masks, ear-buds etc. same shall be ensured to by the contractor to be utilized for O&M purposes.
- 5.19 No Lien/Claim:  
The personnel provided by the contractor shall have no lien of claim in any manner on DPA, after their services are no more required by the DPA or during their deployment. The personnel of contractor will not take part in any activity of DPA employee's union/Association as well as visitors.

**Signature & Seal  
Of Contractor**

**Sd./-  
Marine Engineer Grade -1  
Deendayal Port Authority**

## Section VI

### Schedule – B

Sub: Hiring of 02 Nos. each Truck Mounted Mist Cannon system and Truck Mounted Road Sweeper system along with manpower for period of three years at DPA, as per the mentioned scope of work.

S. N.	Description	Nos.	Qty.	Unit	Rate	Amount
					(in Rs.)	(in Rs.)
1	2	3	4	5	6	7 (3 x 4x 6)
	<b>For Truck Mounted Mist Cannon</b>					(A)
1	Hiring charges including operation & comprehensive maintenance for the Truck mounted Mist Cannon machine including the required staffs, fuel, water, spares & labour for repair/ maintenance etc. as per detailed mentioned in the scope of work and required for successful completion of the contract.	02 Nos.	36	per month		
	<b>For Truck Mounted Road Sweeper</b>					(B)
2	Hiring charges including operation & comprehensive maintenance for the Truck mounted Road sweeper machine including the required staffs, fuel, water, spares & labour for repair/ maintenance etc. as per detailed mentioned in the scope of work and required for successful completion of the contract.	02 Nos.	36	per month		
	Grand total Hiring amount for the machines, (A) + (B) Rs.					

(Total Rupees \_\_\_\_\_ Only)

GST: \_\_\_\_ % extra.

Note: -

- i. The rates to be quoted taking into consideration Hiring of two (2) nos. each of Truck mounted Road sweeper machine and Truck mounted Mist Cannon machine and shall be inclusive of all fuel, water etc. charges, taxes, Cess, Duty etc. except GST, if any.
- ii. Contractor has to visit the site for complete understanding of the scope of work and actual quantification of the proposed job and quantum of the job.



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- iii. The contractor shall consider that each Mist Cannon vehicle operates for an average of 12 hours per day throughout the month. Each Road sweeping machine vehicle completes a minimum of 375 kilometers of road sweeping per month, regardless of the road width. These requirements are to be fulfilled consistently for the entire month.
  - iv. The contractor has to arrange the required potable water at Kandla itself to reduce any downtime due to want of water for running the systems.
  - v. Contractor shall arrange for separate arrangement/vehicles for disposing of collected dust/debris from road sweeper machines to other earmarked place (by DPA) at contractor's own cost. To minimize the downtime, sweeping machine shall not be engaged for disposal of collected waste e.g., dust/debris etc. at earmarked places.

**Signature & Seal  
Of Contractor**

**Sd./-  
Marine Engineer Grade -1  
Deendayal Port Authority**

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## **Section VII**

### **Drawings**

**(Not Applicable)**

**Signature & Seal  
Of Contractor**

**Sd./-  
Marine Engineer Grade -1  
Deendayal Port Authority**

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## SECTION VIII

### **EVIDENCE TOWARDS SITE VISIT**

I, Shri \_\_\_\_\_ authorized representative of M/s. \_\_\_\_\_  
\_\_\_\_\_ (Authorization letter issued by the firm with my specimen signature  
and passport size photo and Aadhaar card are enclosed) have visited the site on  
\_\_\_\_\_ with \_\_\_\_\_ DPA \_\_\_\_\_ representative \_\_\_\_\_ Shri  
\_\_\_\_\_, (Designation)  
\_\_\_\_\_ for the work of "Hiring of 02 Nos. each Truck Mounted Mist Cannon system  
and Truck Mounted Road Sweeper system along with manpower for period of three years at  
DPA" and inspected the site and other issues related to tender to my satisfaction.

<b>Seal, Name and Signature of the bidder</b>	<b>Name, designation and signature of DPA representative who assisted bidder during site visit.</b>	<b>Seal, name and signature of ME GR-1</b>

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**SECTION IX (Applicable for MSE's)**

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

**Bid Security Declaration Form**

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

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

To

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

I/We, the undersigned, declare that:

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

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

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

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

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

Name: (insert complete name of person signing the Bid Securing Declaration)  
Duly authorized to sign the bid for an on behalf of (insert complete name of Bidder)

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

Corporate Seal (where appropriate)

## **Section X**

### **Format for submitting information for Bid Capacity**

#### **Annexure - A for calculating "A" of the formula:**

Sr. No.	Financial Year	Value of work undertaken	Multiplying factor	Value updated to the price level of the year (Col C x col D)
<b>A</b>	<b>B</b>	<b>C</b>	<b>D</b>	<b>E</b>
1				
2				
3				
4				
5				
6				
7				

#### **Annexure-B for calculating "B" of the formula:**

For calculating "B" of the formula r. No.	Name of client	Name of work	Work order no. and date	Schedule period of completion as per work order with start date	Contract value	Value of work done	Remaining value of work done	Anticipated date of completion	Remaining value of work done (Completion period of the work for which bids are invited by DPA) from the date of opening of preliminary bid of opening of preliminary bid

Signature & Seal of Contractor