



Name of the work:- Maintenance and operation of Water Towers No. 1, 2 & 3 at New Kandla

DEENDAYAL PORT AUTHORITY

TENDER DOCUMENTS FOR

Maintenance and operation of Water Towers No. 1, 2 & 3 at New Kandla

DY. CHIEF ENGINEER (PL)

Pipeline Division,
Annexe, A.O. Building,
Ground Floor,
DEENDAYAL PORT AUTHORITY,
Gandhidham (Kutch) – 370201.
Kutch District.
Gujarat State.

Telephone : (O) 02836 - 220013
Fax No. 02836-220050



Name of the work:- Maintenance and operation of Water Towers No. 1, 2 & 3 at New Kandla

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STANDARD GENERAL CONDITIONS FOR CONTRACTS

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Name of the work:- Maintenance and operation of Water Towers No. 1, 2 & 3 at New Kandla

DEENDAYAL PORT AUTHORITY

COMPETITIVE BIDDING

AGREEMENT NO: - _____

BID NO: - 01 – PL / 2024


NAME OF WORK :- Maintenance and operation of Water Towers No. 1, 2 & 3 at New Kandla

PERIOD OF DOWNLOADING OF BID DOCUMENTS

FROM : 13/06/2024
TO : 03/07/2024
LAST DATE AND TIME FOR RECEIPT OF BIDS : DATE 13/06/2024 TIME : 16:00 HRS
*TIME AND DATE OF OPENING OF BIDS : DATE 03/07/2024 TIME : 16:15 HRS
PLACE OF OPENING OF BIDS : CHAMBER OF DY. CHIEF ENGINEER (PL),
PIPELINE DIVISION, ROMM No.109,
ANNEXE, A.O. BUILDING,
GANDHIDHAM – KUTCH
(GUJARAT STATE).

OFFICER INVITING BIDS

**Dy. Chief Engineer (PL),
DEENDAYAL PORT AUTHORITY**

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DEENDAYAL PORT AUTHORITY

NOTICE INVITING TENDER

Tender No. 01-PL/2024

ONLINE TENDERING (E- Tendering)


NAME OF WORK: “**Maintenance and operation of Water Towers No. 1, 2 & 3 at New Kandla.**”

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

Work Description	Tender Fee (In Rs.)	Estimated cost (In Rs.)	EMD (In Rs.)	Date of Pre-Bid Meeting	Last Date and time of online Submission of bid documents	Date and time of online opening
Maintenance and operation of Water Towers No. 1, 2 & 3 at New Kandla	1180.00 (Inc. GST) (Payment through Digital mode (Account no. 100801000 22427 IFSC code BARBOGANKUT, Bank of Baroda, Gandhidham branch))	95,89,536.00	95,895.00 (Payment through Digital mode (Account no. 100801000 22427 IFSC code BARBOGANKUT, Bank of Baroda, Gandhidham branch))	----	03/07/2024 @ 16:00 Hours.	03/07/2024 @ 16:15 Hours.

Detailed tender notice along with complete tender documents can be downloaded from website <https://tender.nprocure.com> from **13/06/2024**. Tender Notice is also available on <http://deendayalport.gov.in>. Technical Bid will be opened on **03/07/2024**. Date of opening of price bid shall be notified after scrutiny & evaluation of Technical Bid. For further details and general enquiries prospective bidders may contact **DY. CHIEF ENGINEER (PL), Ground Floor A.O. Building, Annexe, Gandhidham-370201, Kutch District, Gujarat State, INDIA, Telephone : (O) 02836-220009** during working hours before the last date and time of downloading of tender documents.

**DY. CHIEF ENGINEER (PL)
DEENDAYAL PORT AUTHORITY**

	Name of the work:- Maintenance and operation of Water Towers No. 1, 2 & 3 at New Kandla
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NOTICE INVITING ON LINE TENDER

Details about tender:

Department Name	Civil Engineering Department
Circle/ Division	Pipeline Division, A.O. Building, Gandhidham (Kutch)-370201.
Tender Notice No.	01 – PL / 2024
Name of Work	<u>Maintenance and operation of Water Towers No. 1, 2 & 3 at New Kandla</u>
Estimated Contract Value (INR)	Rs. 95,89,536.00
Period of Completion (in Months)	24 Months
Bidding Type	Open
Bid Call (Nos.)	One
Tender Currency Type	Single
Tender Currency Settings	Indian Rupee (INR)
Qualifying Criteria :	<ol style="list-style-type: none"> 1. Average annual financial turnover during the last three years ending 31st March 2023, should be at least Rs 28.77 lacs. 2 Experience of having successfully completed similar works during last 7 years ending last day of month previous to the one in which applications are invited should be either of the following: <ol style="list-style-type: none"> i. Three similar completed works, each costing not less than Rs. 38.36 lacs (excluding taxes). ii. Two similar completed works, each costing not less than Rs. 47.95 lacs (excluding taxes). iii. One similar completed works costing not less than Rs. 76.72 lacs (excluding taxes) 3. “Similar works” means experience in providing of Technical manpower services in any Govt/semi Govt/PSU/Pvt reputed organization. successfully in that



Name of the work:- Maintenance and operation of Water Towers No. 1, 2 & 3 at New Kandla


particular contract during last 7 years ending last day of month previous to the one in which application are invited. If the bidder has executed the work in private organization necessary TDS certificate issued by the component authority shall be submitted.

4 The sub contract experience shall be considered for pre-qualification only if same is carried out in Govt./Semi Gov./Public Limited companies subject to submission of Sub contract permission issued by the respective authority prior to execution of the work. Further, if Sub contract permission is not authenticated, the bid of respective party shall be considered non-responsive. The decision taken by DPA shall be final.


5. Integrity Pact Agreement **(Annexure I).**

- I. The potential bidders shall download and print the IP Agreement signed by the Employer and their witness and affix his/her signature on the IP Agreement in the presence of a witness from his/her side, who shall also affix his/her signature thereof. Having completed the signing procedure, the potential Bidder shall upload the duly filled and signed IP Agreement on n-procure portal.
- II. The procedure mentioned above regarding signing of Integrity Pact Agreement by both the parties (Employer and Potential bidders) shall be completed online. However, in case of any technical glitch due to which if any potential bidder is unable to upload the IP Agreement, then he/ she shall submit the Hard Copy of the dully filled, signed IP Agreement, to the Department concerned of DPA within a period of seven days and prior to opening of the Technical Bid, failing which Bid of potential Bidder shall be treated as disqualified.


Joint Venture	Not Allowed
Rebate	Applicable
Bid Document Fee :	Rs. 1,180.00 (Including 18% GST)
Bid Document Fee Payable To:	(Payment through Digital mode (Account No. 10080100022427 IFSC Code : BARBOGANKUT, Bank of Baroda , Gandhidham branch.

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Bid Security/ EMD :	EMD amount of Rs. 95,895.00 to be submitted. (Payment through Digital mode (Account No. 10080100022427 IFSC Code : BARBOGANKUT, Bank of Baroda , Gandhidham branch.	
Bid Security/ EMD In Favour Of :	EMD amount of Rs. 95,895 to be submitted. (Payment through Digital mode (Account No. 10080100022427 IFSC code : BARBOGANKUT, Bank of Baroda , Gandhidham branch.	
Bid Document Downloading Start Date	13/06/2024	
Bid Document Downloading End Date	03/07/2024 upto 16:00 Hours.	
Last Date & Time for Receipt of Bids	03/07/2024 upto 16:00 Hours.	
Bid Validity Period	120 Days	
Condition	<p>Tender Fee to be remitted through online transfer in Bank of Baroda account no. 10080100022427 - Deendayal Port Authority - (IFSC code BARBOGANKUT). Scanned copy of RTGS no. and date of transfer may be uploaded on (n) procure website. This submission shall mean that EMD and tender fee are received. Accordingly, offer of those shall be opened who's EMD & tender fee is received electronically. However, the bidder shall send tender and other pre-qualification documents, integrity pact in original to DY. CHIEF ENGINEER (PL), DEENDAYAL PORT AUTHORITY at the time of tender opening or send the same through R.P.A.D./speed post or in person so as to reach to Dy. Chief Engineer, Pipeline Division, A.O.Building, Annexe Gandhidham(Kutch),Gujarat 370201 within 7 days from the date of opening.</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 in the table below only shall become shall become eligible for exemption from payment of Tender Fee/EMD. Such bidder shall upload the scanned copy of valid certificate in preliminary bid stage along with bid securing declaration form as per format provided in Section-2.</p>	
	SECTION	Repair and installation of machinery and equipment


	Name of the work:- Maintenance and operation of Water Towers No. 1, 2 & 3 at New Kandla
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	Division 33 Repair and installation of machinery and equipment	Sub-Class 33122	Repair and maintenance of pumps and related equipment, fluid power equipment, valves
	Division 49 Land transport and transport via pipelines	Sub-Class 49300	This class includes transport of gases, liquids, water slurry and other commodities via pipelines including operation of pump stations
Remarks	Submission of Tender Fee and other Documents during office hours within 07 days from the date of opening of tender by R.P.A.D Speed post in the chamber of Dy. Chief Engineer (PL), Pipeline Division, Annexe, Room No.113, A.O. Building Gandhidham (Kutch)-370201. Phone: 02836-220013		
Bid Opening Date	Preliminary Bid will be opened 03/07/2024 @ 16:15 Hrs. Date of opening of Technical & price bid shall be notified after scrutiny & evaluation of preliminary bid.		
Documents required to be submitted by scanning through online	I. Certificate of work Experience of successfully completed works issued by the clients. II. Certificate of financial Turnover from CA. III. Any other Documents as specified in the press notice IV. Affidavit as per provision of NIT V. Certificate of Registration of GST may be submitted.		
Officer- Inviting Bids:	DY. CHIEF ENGINEER (PL), Pipeline Division, Annexe, A.O. Building, Gandhidham – Kutch		
Bid Opening Authority:	Dy. Chief Engineer (Pipeline)		
Address:	DY. CHIEF ENGINEER (PL), Pipeline Division, Annexe, A.O. Building Gandhidham (Kutch)-370201.		
Contract Details:	Phone: 02836- 220013		

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

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

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documents required if any for verification of the original documents shall be submitted by the bidder if required by KPT.

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

- I. Documentary evidence for transfer of tender fees & EMD, Integrity Pact & Bid Security Declaration in case of MSE organizations.

Bid Document.

- II. Certificates of Work Experience of successfully completed works issued by the client.
- III. Certificate of Financial Turnover from CA.
- IV. Any other Document as specified in the press notice
- V. Affidavit as per provisions of NIT
- VI. Certificate of Registration for GST may be submitted.

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 solution –A division of GNFC Ltd.
(n) procure cell,
403, GNFC infotower, S.G.Road,
Bodakdev, Ahmedabad- 380054 (Gujarat)

Contact Details:-


Airtel :- +91-79-40007501,40007512,40007516,40007517,40007525
BSNL :- +91-79-2684511. 26854512,2684513 (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)



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SECTION -1

INSTRUCTIONS TO BIDDERS

	Name of the work:- Maintenance and operation of Water Towers No. 1, 2 & 3 at New Kandla
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GENERAL

1 Scope of Bid

The Superintending Engineer (Pipeline), DEENDAYAL PORT AUTHORITY, invites bids by E-Tendering for the works Maintenance and operation of Water Towers No. 1, 2 & 3 at New Kandla detailed in the table given in NIT. The bidders may submit on-line bids for the work detailed in the table given in NIT.

- 1.1 The successful bidder will be expected to complete the works by the intended completion date specified in the contract data.

2 Source of Funds


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

3 Eligible Bidders

- 3.1 The invitation for Bids is open to all eligible bidders meeting the eligibility criteria as defined in clause no .4
- 3.1 Government-owned enterprises may participate if only they are legally and financially autonomous, operate under commercial law and are not a dependent agency of the Employer subject to fulfilment of Minimum Qualifying criteria.

4 Eligibility Criteria:

- 4.1 Party, who fulfil the following criteria, will be qualified for opening of Price Bid.
- 4.2 Average annual financial turnover during the last 3 years ending 31 March 2023 year should at least **Rs. 28.77** lacs. For this purpose, turnover certificate issued by Chartered Accountant shall be enclosed.
- 4.3 Experience of having successfully completed similar works during last 07 years ending last day of the month previous to the one in which applications are invited should be either of the following:-
 - (a) Three similar completed works, each costing not less than **Rs. 38.36** lacs each.
 - (b) Two similar completed works, each costing not less than **Rs. 47.95** lacs each.
 - (c) One similar work completed costing not less than **Rs. 76.72** lacs.
- 4.4 “Similar Works” means experience in providing of Technical manpower service in any Govt/semi Govt/PSU/Pvt reputed organization. Successfully in that particular contract during last 7 years ending last day of month of previous to the one in which application are invited. The sub contract experience shall be considered for pre- qualification only if same is carried out in Govt./Semi Gov./Public Limited companies subject to submission of Sub contract permission issued by the respective authority prior to execution of the work. Further, if Sub contract permission is not authenticated, the bid of respective party shall be considered non-responsive. The decision taken by DPA shall be final.

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4.5 Tenderer should have PAN No., GST Registration No.

4.6 The bidder shall submit following documents online after scanning:

- 1 Copies of original documents defining the constitution or legal status, place of registration, and principal place of business, written power of attorney of the signatory of the Bid to commit the Bidder.
- 2 A covering letter from the tenderer giving full details of conditions / counter conditions, etc. if any on which he has based his tender.
- 3 A list of similar work tendered / in hand on the date / executed and completed with documentary evidences.
- 4 Completion certificate of similar work.
- 5 Audited copies of Annual A/C's of last 3 years ending 31st Mar. of previous financial year.
- 6 Bankers reference of the tenderer.
- 7 Copy of registration with Income Tax (i.e. PAN), GST, EPF organization etc.
- 8 Any other details bidder may wish to submit.

5 One Bid per Bidder

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

6 Cost of Bidding

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


7 Site Visit

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

B. BIDDING DOCUMENTS

8 Content of Bidding Documents

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

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Invitation for Bids (NIT)

- SECTION 2 : Forms of Bid, Qualification Information
- SECTION 3 : Conditions of Contract
- SECTION 4 : Contract Data
- SECTION 5 : Specifications and Special Conditions
- SECTION 6 : Drawing
- SECTION 7 : Bill of Quantities
- SECTION 8 : Forms of Securities

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

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

C. PREPARATION OF BID:

9 Language of Bid

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

10 Documents comprising the Bid


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

A) Technical Bid:

- I. EMD is required to be submitted.
- II. Demand Draft/Pay order or Banker's Cheque towards cost of tender.
- III. Certificates of Work Experience of successfully completed works issued by the client.
- IV. Certificate of Financial Turnover from CA
- V. Affidavit as per provisions of NIT
- VI. Certificate of Registration for GST may be submitted.

B) Financial Bid :

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

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11 Bid Prices

- 11.1 The contract shall be for the whole works as described in sub clause 1.1 based on the priced Bill of Quantities submitted by the Bidder.
- 11.2 All duties, taxes, and other levies except payable by the contractor under the contract, or for any other cause shall be included in the rates, prices and total Bid Price submitted by the bidder.
- 11.3 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.

12 Currencies of Bid and Payment


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

13 Bid Validity

- 13.1 Bids shall remain valid for a period not less than **120 days** after the deadline date for bid submission specified in clause 18. A bid valid for a shorter period shall be rejected by the Employer as non-responsive.
- 13.2 In exceptional circumstances, prior to expiry of the original time limit, the Employer may request that the bidders may extend the period of validity for a specified additional period. The request and the bidders' responses shall be made in writing or by cable. A bidder may refuse the request without forfeiting his bid security. A bidder agreeing to the request will not be permitted to modify his bid.

14 Bid Security (Earnest Money Deposit-EMD)

- A Earnest money Deposit (EMD) shall be 1% of the Estimate cost put to tender, subject to maximum Rs. 50 Lakhs.
- B. The EMD upto Rs. 5 Lakhs be payable by **ONLINE transfer** EMD beyond Rs. 5 lakhs also payable by Bank Guarantee/ for the entire amount from any Nationalized/Scheduled Bank (except Co-operative Banks) from any branch in India preferably from the local branch where the port is situated. Bank Guarantee submitted as Earnest Money shall be valid for 28 days beyond the validity of the bid/tender. Bank Guarantee shall be verified independently by the Port with the bank before finalization of technical offer. In the event of lack of confirmation of issue of the Bank Guarantee by the Bank, the bid shall stand disqualified.
- C. EMD of unsuccessful bidders other than L1 is refunded immediately after ranking of price bids. Earnest money of L1 is refunded immediately after entering in to agreement with L1 and acceptance of performance Guarantee from L1.

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

E. The bid security of the successful bidder will be discharged (refunded after heh assigned the Agreement and furnished the required Performance security.

F. The Bid security may be forfeited, if

- a) The bidder withdraws the bid after bid opening during the period of bid validity.
- b) The bidder does not accept the correction of the Bid price, pursuant to any arithmetic errors or
- c) The successful bidder fails within the specified time limit to
 - (i) Sign the Agreement or
 - (ii) Furnish the required Performances security.
 - (iii) In case the contractor fails to commence the work within stipulated time.

The forfeiture of the bid security is entirely discretion of employer. No any claims in this regards shall be entertained.

G. In case of Micro and Small Enterprise(MSEs) holding valid certificate issue by any agencies/ organization under the Ministry of Micro, Small and Medium Enterprises indicating the list of activity related to the subject tender/appropriate category as per table shown below shall become eligible for exemption from payment of Tender Fee/EMD. **Such bidder shall upload the scanned copy of valid certificate in preliminary bid stage along with bid securing declaration form as per format provided in Section-2.**

	SECTION	Repair and installation of machinery and equipment
Division 33 Repair and installation of machinery and equipment	Sub-Class 33122	Repair and maintenance of pumps and related equipment, fluid power equipment, valves
Division 49 Land transport and transport via pipelines	Sub-Class 49300	This class includes transport of gases, liquids, water slurry and other commodities via pipelines including operation of pump stations


15 Alternative Proposals by Bidders

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

16 Format and Signing of Bid

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

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

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D. SUBMISSION OF BIDS

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

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 shall have to be forwarded subsequently so as to reach the office of Superintending Engineer (Pipeline) within 7 days of opening of the tenders.

The envelopes shall

- (a) be addressed to:

The DY. CHIEF ENGINEER (PL),
DEENDAYAL PORT AUTHORITY,
A.O. Building,
Pipeline Division,
Annexe, Ground floor,
Gandhidham-Kutch PIN: 370201.
Gujarat-State.

- (b) bear the following identification:


Accompaniments for "Maintenance and operation of Water Towers No. 1, 2 & 3 at New Kandla "
-Bid Reference No.,
-Name and address of the bidder.\

18 Deadline of Submission of the Bids

Technical Bids must be received by the Employer in On-Line System at website <https://tender.nprocure.com> not later than **16:00 hrs. on 03/07/2024** in the event of the specified date for the submission of bids being declared a holiday by the Employer, the Bids will be received upto the appointed time on the next working day.

The Employer may extend the deadline for submission of bids by issuing an amendment in accordance with Clause 13, 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.

At the time of submission of the tender document, the tenderer shall give an undertaking that no changes have been made in document. The uploaded version of the Port Tender Document will be treated as authentic tender and if any discrepancy is noticed at any stage between the Port's tender document and the one submitted by the tenderer, the conditions mentioned in the Port's uploaded document shall prevail. Besides, the tenderer shall be liable for legal action for the lapses.

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19 Late Bids

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

20 Modification and Withdrawal of Bids

Bidders may modify or withdraw their bids before the deadline prescribed in Clause 18.

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

Withdrawal or modification of a Bid between the deadline for submission of bids and the expiration of the original period of bid validity in Clause 13.1 above or as extended pursuant to Clause 13.2 may result in the forfeiture of the Bid security pursuant of Clause 14.

E. BID OPENING AND EVALUATION

21 Bid Opening

On the due date and appointed time the Employer will first open Technical bids of all bids received including modifications made pursuant to clause 20. In the event of the specified date for Bid opening being declared a holiday by the Employer, the Bids will be opened at the appointed time on the next working day.


If any Bid contains any deviation from the Bids documents and / or if the same does not contain Bid security in the manner prescribed in the Bid documents, then that Bid will be rejected and the Bidder will be informed accordingly. All valid Financial Bids whose technical bids have been determined to be substantially responsive in accordance with Clause 23 hereof, shall be opened on the specified date from declaring the results of the Technical Bid.

22 Clarification of Bids

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

23 Examination of Bids and Determination of Responsiveness

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

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A substantially responsive Technical and Financial Bid is one which conforms to all the terms, conditions and specification of the Bidding documents, without material deviation or reservation. A material deviation or reservation is one (a) which effects in any substantial way the scope, quality or performance of the Works; (b) which limits in any substantial way, the Employer's rights or the Bidder's obligations under the contract; or (c) whose rectification would affect unfairly the competitive position of other Bidders presenting responsive Bids.

If a Technical Bid is not substantially responsive, it will be rejected by the Employer, and may not subsequently be made responsive by correction or withdrawal of the non-confirming deviation or reservation.

24 Evaluation and Comparison of Bids

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

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

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


F. AWARD OF CONTRACT

25 Award Criteria

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

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

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

	Name of the work:- Maintenance and operation of Water Towers No. 1, 2 & 3 at New Kandla
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27 Notification of Award and Signing of Agreement.

The Bidder whose Bid has been accepted will be notified of the award by the Employer prior to expiration of the Bid validity period by cable, telex or facsimile confirmed by registered letter. This letter will state the sum that the Employer will pay the Contractor in consideration of the execution, completion and maintenance of the Works by the Contractor as prescribed by the Contract.

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

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

Upon the furnishing by the successful Bidder of the Performance Security, the Employer will promptly notify the other Bidder that his Bid have been unsuccessful.

28 Performance Security

Security Deposit shall consist of two parts; a) Performance Guarantee to be submitted at award of work, and b) Retention money to be recovered from Running Bills


- 28.1 Security Deposit shall be 10% of Contract price of which 5% of contract price should be submitted as Bank Guarantee, or **ONLINE transfer** within 21 days of receipt of Letter of Acceptance and balance 5% recovered as Retention Money from Running Bills. Recovery of 5% of Retention Money to commence from the first bill onwards @ 5% of bill value from each bill. Retention Money be refunded within 14 days from the date of payment of final bill. Balance SD to be refunded immediately not later than 14 days from completion of work.

“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.

29 Corrupt or Fraudulent Practices

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

- a. Defines, for the purpose of these provisions, the terms set forth below as follows:
 - i. “Corrupt practice” means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution; and

	Name of the work:- Maintenance and operation of Water Towers No. 1, 2 & 3 at New Kandla
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- ii. “fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Employer, and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Employer of the benefits of free and open competition.
- b. Will reject a proposal for award of work if he determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question.
- c. Will declare a Bidder ineligible, either indefinitely for a stated period of time, to be awarded a contract/contracts if he at any time determines that the Bidder has engaged in corrupt or fraudulent practices in competing for or in executing, the contract.



Name of the work:- Maintenance and operation of Water Towers No. 1, 2 & 3 at New Kandla

SECTION 2

FORMS OF BID, QUALIFICATION INFORMATION AND LETTER OF ACCEPTANCE

TABLE OF FORMS

1. **FORM OF BID**
2. **CONTRACTOR'S BID**
3. **PRE-QUALIFICATION OF BIDDERS**
4. **LETTER OF ACCEPTANCE**
5. **NOTICE TO PROCEED WITH THE WORK**
6. **AGREEMENT FORM**
7. **BID SECURITY DECLARATION (FOR MSE ORGANIZATIONS)**



Name of the work:- Maintenance and operation of Water Towers No. 1, 2 & 3 at New Kandla

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

Date-

Tender No. – 01-PL/2024

Name of Work: Maintenance and operation of Water Towers No. 1, 2 & 3 at New Kandla "

To

The SUPERINTENDING ENGINEER(PL),
Pipeline Division
DEENDAYAL PORT AUTHORITY
Ground Floor, A.O.Building
Gandhidham-370201
Kutch District Gujarat-State, INDIA

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 **01-PL/2024**
- (c) The total price of our tender, excluding any discounts offered in item(d) below, is [insert the total tender price in words and figures, indicating the various amounts and the respective currencies];[in case of techno- commercial offer it shall be mentioned that 'as filled in the price bid']
- (d) The discounts offered and the methodology for their application are:

Discounts. If our tender is accepted, the following discounts shall apply. [Specify in detail each discount offered and the specified item of the Schedule of Requirements to which it applies.] [In case of Techno- Commercial offer it shall be mentioned that "as filled in the Price Bid "] **Methodology of application of the discounts.** The discounts shall be applied using the

Following method: [Specify in detail the method that shall be used to apply the discounts].

[In case of Techno- Commercial offer it shall be mentioned that "as filled in the Price Bid "]

- (e) our tender shall be valid for the period of time specified in [ITB Sub-clause 15.1], from the date fixed for the tender submission deadline in accordance with [ITB Sub- clause20.1] , and it shall remain binding upon us and may be accepted at any time before the expiration of that period or any extended period accordance with [ITB Sub-clause 15.2];



Name of the work:- Maintenance and operation of Water Towers No. 1, 2 & 3 at New Kandla

- (f) If our tender is accepted, we commit to submit a performance guarantee in accordance with [insert relevant clause no., ITB Sub-clause 34] for the due performance of the contract, as specified in specimen form for the purpose.
- (g) We, including any subcontractors or contractors for any part of the contract, {Insert the nationality of the Tenderer, including that of all parties that comprise the Tenderer, if the tenderer is a JV. And the nationality each subcontractor and Contractor}
- (h) We have no conflict of interest in accordance with **[ITB Sub-clause no 5]**.
- (i) Our firm, its affiliates or subsidiaries- including any subcontractors or contractors for any part of the contract – has not been declared ineligible by the port, under laws of India or official regulations in accordance with **[ITB Sub-clause no.3]**
- (j) We understand that this tender, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal contract agreement is prepared and executed in accordance with **[ITB Sub-clause 33]** and as per specimen from the purpose;
- (k) We understand that you are not bound to accept the lowest evaluated tender or any other tender that you may receive.
- (l) We also make specific note clauses of [ITB, NIT] under which the contract is governed.
- (m) In case of out station firms, having a branch in India for liaison purposes, please mention the name of the contact person and Tel. no., Fax. no., and mail-Id and also the complete postal address of the firm.
- (n) We understand that the communication made with the firm at (m), by the port shall be deemed to have been done with us.

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

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

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

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

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



Name of the work:- Maintenance and operation of Water Towers No. 1, 2 & 3 at New Kandla

CONTRACTOR'S BID

Description of the works: "Maintenance and operation of Water Towers No. 1, 2 & 3 at New Kandla".

BID

TO

----- (The employer)

Address

GENTLEMEN,

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

_____ (in letters)

The advance payment required / not required as per rule

We accept the appointment of _____ as the conciliator

OR

We do not accept the appointment of _____ as the conciliator and proposed instead that _____ be appointed as conciliator whose daily fee and biographical data are attached.

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

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

We hereby confirm that this bid complies with the bid validity and security required by the bidding documents. We attach herewith our copy of permanent account number (PAN)

Yours faithfully,

Authorized Signature:

Name& title of signatory

Name of Bidder

Address

Notes:

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



Name of the work:- Maintenance and operation of Water Towers No. 1, 2 & 3 at New Kandla

PRE-QUALIFICATION OF BIDDERS

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

1. Only for individual bidders:

1.1 Constitution or legal status of bidder (attach copy)

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

2. Turnover of the firm

YEAR	TURN OVER
2020-21	
2021-22	
2022-23	
Average	

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

In case, annual financial turnover for FY 2022-23 is available, same is to be considered while evaluating.

3. Similar works

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



Name of the work:- Maintenance and operation of Water Towers No. 1, 2 & 3 at New Kandla

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

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

(A) Existing commitments and on-going works.

Description of work	Place & state	Contract no.& date	Name & address Port or Dept.	Value of contract Rs	Stipulated Period of completion	Value of remaining to be completed	Anticipated date of completion
1	2	3	4	5	6	7	8

(B) Works for which bids already submitted

Description of work	Place & state	Name & address of port or Dept.	Value of contract Rs	Stipulated Period of completion	Date when decision is expected	Remarks if any
1	2	3	4	5	6	7

Attach certificates from the nodal officer or his nominee(s)-in-charge.

5. The following contractor's Equipment are essential for carrying out the works. The bidder should list all information requested below.

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

6. Qualification and experience of key personnel proposed for administration and execution of the contract. Attach biographical data. Refer also to sub. Clause 4.3(e) of instructions to bidders and sub. Clause 9.1 of the conditions of contract.



Name of the work:- Maintenance and operation of Water Towers No. 1, 2 & 3 at New Kandla

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

7. Proposed sub-contracts and firms involved

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

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

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

9. Additional information bidder may like to submit

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

Dated _____ day of _____ insert date of signing]



Name of the work:- Maintenance and operation of Water Towers No. 1, 2 & 3 at New Kandla

**LETTER OF
ACCEPTANCE**

(On letter paper of the port)

_____(Date)

To: _____
(Name and address of the contractor)

Dear Sirs,

Sub:

Tender no: **01-PL/2024**

“Maintenance and operation of Water Towers No. 1, 2 & 3 at New Kandla ”.”

Ref: Your bid dated

And [list the correspondence with the bidder]

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

You are hereby requested to furnish performance security, in the form detailed in tender document for an amount of Rs. _____ within {_____} days of the receipt of this letter of acceptance valid upto 28 days from the date of completion obligations expiry of taking over certificate subject to removal of

Defects period i.e. upto _____ and also sign the contract agreement Within {_____} days of the receipt of this letter of acceptance, failing which action as stated in the tender document will be taken.

Detailed letter of acceptance will follow.

Please acknowledge receipt.

Yours faithfully,

Authorized signatory

DEENDAYAL PORT AUTHORITY



Name of the work:- Maintenance and operation of Water Towers No. 1, 2 & 3 at New Kandla

ISSUE OF NOTICE TO PROCEED WITH THE WORKS

_____dated

To
(Name and address of the contractors) Dear

Sirs,

Sub: Tender no:- **01-PL/2024**

“Maintenance and operation of Water Towers No. 1, 2 & 3 at New Kandla ”.

Ref: Letter of acceptance no.

dated

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

Yours faithfully,

DY. CHIEF ENGINEER (PL)
DEENDAYAL PORT AUTHORITY



Name of the work:- Maintenance and operation of Water Towers No. 1, 2 & 3 at New Kandla

SPECIMEN CONTRACT AGREEMENT

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

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

THIS CONTRACT AGREEMENT is made

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

Between

- (1) The Authorityees of port Deendayal, an autonomous body of the ministry of SHIPPING of the Government of INDIA, incorporated under the major port Authority Act,1963 as amended thereafter, under the laws of India and having its principal place of business at A.O Building, PO Box No-50, Gandhidham, Gujarat State (hereinafter called "the port"), and,
- (2) [insert name of the contractor], [incorporated under] the laws of [country of contractor] and having its place of business at [insert: address of contractor] (hereafter called "the contractor")

WHEREAS the employer board invited tenders against tender no.[number] for execution of **"Maintenance and operation of Water Towers No. 1, 2 & 3 at New Kandla."** and has accepted a tender by the contractor in accordance with the supply/delivery schedules, in the sum of[insert contract price in words and figures, expressed in the contract currency (ies)] (hereafter called "contract price")

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this agreement words and expressions shall have the same meanings as per respectively assigned to them in the conditions of contract refer to.
2. The following documents shall constitute the contract between the employer/ board and the contractor, and each shall be read and construed as an integral part of the contract:
 - (a) This contract agreement;
 - (b) Special conditions of contract;
 - (c) General conditions of contract;
 - (d) Technical requirements (including schedule of requirements and technical specifications, drawings);
 - (e) Notice inviting tender;
 - (f) Replies issued to the pre-bid queries, addenda if any issued[numbers and date];
 - (g) The contractor's bid and original price and delivery schedules;
 - (h) The employer/ board's notification of award;
 - (i) [correspondence the employer/board has exchanged with the bidder till and after award of contract[specific letters and dates]]
 - (j) And [add here any other documents] AND WHEREAS EMPLOYER/BOARD accepted the bid of CONTRACTOR for the provision



Name of the work:- Maintenance and operation of Water Towers No. 1, 2 & 3 at New Kandla

and the execution of WORK at the CONTRACT PRICE as indicated in CONTRACT upon the terms and subject to the conditions of contract. Now this CONTRACT AGREEMENT witnesses and it is hereby agreed and declared as follows:

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

IN WITNESS where of the parties hereto have caused this agreement to be executed in accordance with the laws of INDIA on the day, month and year indicated above.

For and behalf of the employer/ board

Signed: [insert signature]

In the capacity of [insert title or other appropriate designation]

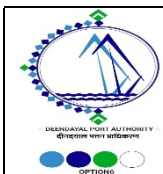
In the presence of [insert identification of official witness]

For any behalf of the contractor

Signed: [insert signature of authorized representatives of the contractor the

capacity of [insert title or other appropriate designation]

In the presence of [insert identification of official witness]



Name of the work:- Maintenance and operation of Water Towers No. 1, 2 & 3 at New Kandla

Bid Securing Declaration Form (Applicable for MSE's claiming exemption from payment of Tender Fees & EMD)

Date: _____

Tender No. **01-PL/2024**

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

I/We. The undersigned, declare that:

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

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

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

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

Signed: _____ (insert signature of person whose name and capacity are shown)

in the capacity of _____ (insert legal capacity of person signing the Bid Securing Declaration)

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

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

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

Corporate Seal (where appropriate)



Name of the work:- Maintenance and operation of Water Towers No. 1, 2 & 3 at New Kandla

SECTION 3

CONDITIONS OF CONTRACT



Name of the work:- Maintenance and operation of Water Towers No. 1, 2 & 3 at New Kandla

CONDITIONS OF CONTRACT

A. General

1. Definitions

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

The Conciliator is the person appointed jointly by the Employer and the contractor to resolve disputes in the first instance as provided for in Clauses 24 and 25. The name of the Adjudicator is defined in the Contract Data.

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

Compensation Events are those defined in Clause 44

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

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

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

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

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

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

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

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

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

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



Name of the work:- Maintenance and operation of Water Towers No. 1, 2 & 3 at New Kandla

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

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

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

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

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

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

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

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

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

The **Start Date** is given in the Contract Data. It is the date when the Contractor shall commence execution of the works. It does not necessarily coincide with any of the Site Possession Date.

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

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

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



Name of the work:- Maintenance and operation of Water Towers No. 1, 2 & 3 at New Kandla

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

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

2. Interpretation

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

3. Language and Law

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

4. Nodal Officer or his nominee's Decisions

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

5. Delegation

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



Name of the work:- Maintenance and operation of Water Towers No. 1, 2 & 3 at New Kandla

6. Communications

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

7. Joint venture:

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

8. Subcontracting

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

Other Contractor

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

9. Personnel

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

10. Employer's and Contractor's Risks

- 10.1 The Employer carries the risks which this contract states are Employer's risks and



Name of the work:- Maintenance and operation of Water Towers No. 1, 2 & 3 at New Kandla

the Contractor carries the risks which this Contract states are Contractor's risks.

11. Employer's Risks

11.1 The Employers risks are;

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

12. Contractor's risks

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



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13. Insurance

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

- a) Loss of or damage to the works plant and materials.
- b) Loss of or damage to Equipment;
- c) Loss of or damage property (except the Works, Plant, Materials and Equipment in connection with the Contract, and
- d) Personal injury or death.

13.2 Policies and certificates for insurance shall be delivered by the Contractor to the Nodal Officer or his nominee for the Nodal Officer or his nominee's approval before Start Date. All such insurance shall provide for compensation to be payable in the types and proportions of currencies required to rectify the loss or damage incurred.

13.3 If the Contractor does not provide any of the policies and certificates required, the Employer may affect the insurance which the Contractor should have provided and recover the premiums the Employer has paid from payments otherwise due to the Contractor or, if no payment of the premiums shall be a debt due.

13.4 Alternate to the terms of insurance shall not be made without the approval of the Nodal Officer or his nominee.

13.5 Both parties shall comply with all conditions of the insurance policies.

14. Site Investigation Reports

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

15. Queries about the Contract Data

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

16. Contractor to Construct the Works.

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

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

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



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Intended Completion Date.

18. Approval by the Nodal Officer or his nominee.

- 18.1 The Contractor shall submit Specifications and Drawings showing the proposed Temporary Works to the Nodal Officer or his nominee, who is to approve them if they comply with the specifications and Drawings.
- 18.2 The Contractor shall be responsible for design of Temporary Works.
- 18.3 The Nodal Officer or his nominee's approval shall not alter the Contractor's responsibility for design of the Temporary Works.
- 18.4 **NIL.**
- 18.5 All Drawings prepared by the Contractor for the execution of the temporary or permanent Works, are subject to prior approval by the Nodal Officer or his nominee before their use.

19. Safety

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

20. Discoveries.

- 20.1 Anything of historical or other interest or of significant value unexpectedly discovered on the Site is the property of the Employer. The contractor is to notify the Nodal Officer or his nominee of such discoveries and carry out the Nodal Officer or his nominee's instructions for dealing with them.

21. Possession of the Site.

- 21.1 The Employer shall give possession of all parts of the Site to the Contractor, free from encumbrances. If possession of a part is not given by the date stated in the Contract Data the Employer is deemed to have delayed the start of the relevant activities and this will be a Compensation Event.

22. Access to the Site

- 22.1 The Contractor shall allow the Nodal Officer or his nominee and any person authorized by the Nodal Officer or his nominee access to the Site to any place where work in connection with the Contract is being carried out or is intended to be carried out and to any place where materials or plant are being manufactured, fabricated and/or assembled for the works.

23. Instructions

- 23.1 The Contractor shall carry out all instructions of the Nodal Officer or his nominee which



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comply with the applicable laws where the Site is located.

24. Disputes

- 24.1 If the Contractor believes that a decision taken by the Nodal Officer or his nominee was either outside the authority given to the Nodal Officer or his nominee by the Contract or that the decision was wrongly taken, the decision shall be referred to the conciliator within 28 days of the notification of the Nodal Officer or his nominee's decision.

25. Settlement of Disputes

- 25.1 If a dispute of any kind whatsoever arises between the Employer and the Contractor in connection with, or arising out of the Contract or the execution of the Works, whether during the execution of the

Works or after their completion and whether before or after repudiation or after termination of the Contract, including any disagreement by either party with any action, inaction, opinion, instruction, determination, certificate or valuation of the Nodal Officer or his nominee, the matter in dispute shall, in the first place be referred to the Disputes Review Board [DRB] in case of contracts valuing more than Rs.5 crores and above, and for contracts valuing less than Rs. 5 crores, the disputes will firstly be settled by the Conciliator, failing which any party may invoke arbitration clause.

Unless the Contract has already been repudiated or terminated or frustrated the Contractor shall in every case, continue to proceed with the Works with all due diligence and the Contractor and the Employer shall give effect forthwith to every decision of the Nodal Officer or his nominee unless and until the same shall be revised, as hereinafter provided, by the conciliator or in a Dispute Review Board recommendation / Arbitral Award.

25.2 Decision by Conciliator

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

25.3 Arbitration clause:

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



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- (i) A dispute with Dispute review expert shall be finally settled by arbitration in accordance with the Indian Arbitration and Conciliation Act, 1996, or any statutory amendment thereof. The arbitral tribunal shall consist of 3 arbitrators, one each to be appointed by the Employer and the Contractor, and the third to be appointed by the mutual consent of both the arbitrators, failing which by making a reference to CIDC-SIAC Arbitration Centre from their panel.
- (ii) Neither party shall be limited in the proceeding before such arbitrations to the evidence or arguments already put before the Nodal Officer or his nominee or the Board, as the case may be, for the purpose of obtaining said recommendations/decision. No such recommendations/decision shall disqualify the Nodal Officer or his nominee or any of the members of the Board, as the case may be, from being called as a witness and giving evidence before the arbitrators or any matter whatsoever relevant to the dispute.
- (iii) The reference to arbitration shall proceed notwithstanding that the works shall not then be or be alleged to be complete, provided always that the obligations of the Employer, the Nodal Officer or his nominee and the Contractor shall not be altered by reason of the arbitration being conducted during the progress of the works. Neither party shall be entitled to suspend the works to which the dispute relates, and payment to the contractor shall be continued to be made as provided by the contract.
- (iv) If one of the parties fail to appoint its arbitrators in pursuance of sub-clause [i], within 14 days after receipt of the notice of the appointment of its arbitrator by the other party, then chairman of the nominated Institution shall appoint arbitrator within 14 days of the receipt of the request by the nominated institution. A certified copy of the chairman's order, making such an appointment shall be furnished to both the parties.
- (v) Arbitration proceedings shall be held at, and the language of the arbitration proceeding and that of all documents and communications between the parties shall be 'English'
- (vi) The decision of the majority of arbitrators shall be final and binding upon both parties. The expenses of the arbitrators as determined by the arbitrators shall be shared equally by the Employer and the Contractor. However, the expenses incurred by each party in connection with the preparation, presentation, etc. of its case prior to, during and after the arbitration proceedings shall be borne by each party itself.
- (vii) All arbitration awards shall be in writing and shall state the reasons for the award.
- (viii) Performance under the contract shall continue during the arbitration proceedings and payments due to the contractor by the employer shall not be withheld, unless they are subject matter of the arbitration proceedings.



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26. Replacement of Conciliator

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

B. TIME CONTROL

27. Program

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

28. Extension of the intended completion date.

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



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28.2 The nodal officer or his nominee shall decide whether and by how much to extend the intended completion Date within 21 days of the contractor asking the Nodal Officer or his nominee for a decision upon the effect of a compensation event or variation and submitting full supporting information. If the contractor has failed to give early warning of a delay or has failed to cooperate in dealing with a delay, the delay by this failure shall not be considered in assessing the new intended completion date.

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

30. Delays Ordered by the Nodal Officer or his nominee

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

31. Management Meeting.

31.1 Either the Nodal Officer or his nominee or the contractor may require the other to attend a management meeting. The business of a management meeting shall be to review the plans for remaining work and to deal with matters raised in accordance with the early warning procedure.

31.2 The Nodal Officer or his nominee shall record the business of management meetings and is to provide copies of his record to those attending the meeting and to the employer. The responsibility of the parties for actions to be taken is to be decided by the Nodal Officer or his nominee either at the management meeting or after the management meeting and stated in writing to all attended the meeting.

32. Early warning

32.1 The contractor is to warn the Nodal Officer or his nominee at the earliest opportunity of specific likely future events or circumstances that may adversely affect the quality of the work, increase the contract price or delay the execution of works. The Nodal Officer or his nominee may require the contractor to provide an estimate of the expected effect of the event or circumstances on the contract price and completion Date. The estimate is to be provided by the contractor as soon as reasonably possible.

32.2 The contractor shall co-operate with the Nodal Officer or his nominee in making and considering proposals for how the effect of such an event or circumstance can be avoided or reduced by anyone involved in the work and in carrying out any resulting instruction of the Nodal Officer or his nominee.

32.3 The Defect Liability period for the contract shall be 0 months from the date of completion of work.

C. QUALITY CONTROL



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33. Identity Defects

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

34. Tests

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

35. Correction of Defects

- 35.1 The Nodal Officer or his nominee shall give notice to the Contractor of any Defects before the end of the Defects Liability Period, which begins at Completion and is defined in the Contract Data. The Defects Liability Period shall be extended for as long as Defects remain to be corrected.
- 35.2 Every time notice of a Defect is given the Contractor shall correct the notified Defect within the length of time specified by the Nodal Officer or his nominee's notice.

36. Uncorrected Defects

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

D. COST CONTROL

37. Bill of Quantities

- 37.1 The Bill of Quantities shall contain items for the construction, supply, installation, testing and commissioning work to be done by the Contractor.
- 37.2 The bill of quantities is used to calculate the Contract Price. The Contractor is paid for the quantity of the work done at the rate in the Bill of Quantities for each item.

38. Changes in the Quantities

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



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allow for the change.

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

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

39. Variations.

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

40. Payment for Variations.

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

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

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

40.3 For items in the Bill of quantities but where quantities have increased beyond the variation limits, the rate payable for quantity in excess of the quantity in the Bill of Quantity plus the permissible variation should be:

- i) Rates and prices in contract, if reasonable plus escalation, failing which (ii) and (iii) below will apply
- ii) Rates and prices in the schedule of Rates applicable to the contract plus ruling percentage,
- iii) Market rates of material and labour, hire charges of plant and machinery used plus 15% for overheads and profits of contractor.

40.4 If there is delay in the Employer and the contractor coming to an agreement on the rate of an extra item, rates as proposed by the employer shall be payable



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provisionally till such time as the rates are finally determined or till date mutually agreed.

- 40.5 If the Nodal officer or his nominee decides that the urgency of varying the work prevent a quotation being given and considers not delaying the work, no quotation shall be given and the variation shall be treated as a Compensation Event.

41. Cash flow forecasts.

- 41.1 When the program is updated, the contractor is to provide the Nodal Officer or his nominee with an updated cash flow forecast.

42. Payment Certificates.

- 42.1 The contractors shall submit to the Nodal Officer or his nominee monthly statements of the estimated value of the work completed less the cumulative amount certified previously.
- 42.2 The Nodal Officer or his nominee shall check the Contractors' monthly statement within 14 days and certify the amount to be paid to the Contractor after taking into account any credit or debit for the month in question in respect of materials for the works in the relevant amount and under conditions set forth in sub clause 51(3) of the Contract Data (Secure Advance).
- 42.3 The value of work executed shall be determined by the Nodal Officer or his nominee.
- 42.4 The value of work executed shall comprise the value of quantities of the items in the Bill of quantities completed.
- 42.5 The value of work executed shall include the valuation of variations and Compensation Events.
- 42.6 The Nodal Officer or his nominee may exclude any item certified in a previous certificate or reduce the proportion of any item previously certified in any certificate in the light of later information.

43. Payments

- 43.1 Bills shall be prepared and submitted by the Contractor, joint measurements shall be taken continuously and need to be connected with billing stage. System of 4 copies of measurements, one each for Contractor, Employer and Nodal Officer or his nominee, and signed by both Contractor and Employer shall be followed.
- 43.2 75% of bill amount shall be paid within 14 days of submission of the bill. Balance amount of the verified bill should be paid within 28 days of the submission of the bill.



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- 43.3 For delay in payment beyond the periods specified in 43.2 above, interest at a pre-specified rate (suggested rate **SBI PLR + 2%**) p.a as on due date of payment) should be paid.
- 43.4 Contractor shall submit final Bill within 60 days of issue of defects liability certificate. Client's Nodal Officer or his nominee shall check the bill within 60 days after its receipt and return the bill to Contractor for corrections, if any 50% of undisputed amount shall be paid to the contractor at the stage of returning the bill.
- 43.5 The Contractor should re-submit the bill, with corrections within 30 days of its return by the Nodal Officer or his nominee. The re-submitted bill shall be checked and paid within 60 days of its receipt.
- 43.6 Interest at a pre-specified rate (suggested rate SBI PLR+ 2% p.a. as on due date of payment) shall be paid if the bills is not paid within the time limit specified above.
- 43.7 If an amount certified is increased in later certificates as a result of an award by the Conciliator or an Arbitrator, the Contractor shall be paid interest upon the delayed payment as set out in this clause. Interest shall be calculated from the date upon which the increased amount would have been certified in the absence of dispute
- 43.8 Items of the Works for which no rate or price has been entered in will not be paid for by the employer and shall be deemed covered by other rates and prices in the Contract.

44. Compensation Events

- 44.1 The following mutually agreed Compensation Events unless they are caused by the Contractor would be applicable.
- (a) The Employer does not give access to a part of the Site by the Site. Possession Date stated in the Contract Data.
 - (b) The Employer modifies the schedule of other contractors in a way which affects the work of the contractor under the contract.
 - (c) The Nodal Officer or his nominee orders a delay or does not issue drawings, specifications or instructions required for execution of works on time.
 - (d) The Nodal Officer or his nominee instructs the Contractor to uncover to carry out additional tests upon work which is then found to have no Defects.
 - (e) The Nodal Officer or his nominee unreasonably does not approve for a subcontract to be let.
 - (f) Ground conditions are substantially more adverse than could reasonably have been



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assumed before issuance of letter of Acceptance from the information issued to Bidders (including the Site Investigation Reports), from information available publicly and form a visual inspection of the site.

(g) The Nodal Officer or his nominee gives an instruction for dealing with an unforeseen condition, caused by the Employer, or additional work required for safety or other reasons.

(h) Other contractors, public authorities, utilities or the Employer does not work within the dates and other constraints stated in the Contract that cause delay or extra cost to the Contractor.

(i) The advance payment is delayed.

(j) The effect on the Contractor of any of the Employer's Risks.

(k) The Nodal Officer or his nominee unreasonably delays issuing a Certificate of Completion.

(l) Other Compensation Events listed in the Contract Data or mentioned in the contract.

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

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

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

45. Tax

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



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46. Currencies

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

47. Price Adjustment

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

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

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

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

Where,

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

P_o = Market rate of Diesel / Cement / Mild Steel / All Commodities on the date of opening of Technical bid. (Consumer Price Index for Labour).

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

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

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

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

47.2 NIL.

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



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E. SUBSEQUENT LEGISLATION

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

48. **Retention money**

- 48.1 The employer shall retain from each payment due to the contractor the proportion stated in the contract data until completion of the whole of the works.
- 48.2 Retention money shall be deducted at 5% from each running bill, subject to a maximum of 5 percent of the contract price. Retention money shall be refunded within 14 days from the date of payment of final bill.

49. **Advance payment**

The Employer shall make the following advance payments:

- 49.1 Mobilization Advance shall be paid up to 10% of contract price, payable in two equal instalments. The first instalment shall be paid after mobilization has started and next instalment shall be paid after satisfactory utilization of earlier advance.
- 48.2 Construction / installation equipment advance shall be paid upto 5% of contract price.
- 48.3 Mobilization advance and Construction equipment advance shall be paid at SBI PLR + 2% p.a. (as on date of payment) interest at the discretion of employer and against bank guarantee for such advance and against hypothecation of construction equipment to the employer. However, availing of advance payment be optional with the bidder exercising the option along with the tender.
- 48.4 Equipment advance shall be paid in two or more equal instalments. First instalment shall be paid after construction equipment has arrived at the site and next instalment shall be paid after satisfactory utilization of earlier advances (s).
- 48.5 Recovery of Mobilization and Construction Equipment advance will start when 15% of the work is executed and recovery of total advance should be completed by the time 80% of the original contract work is executed.



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- 48.6 The Nodal Officer or his nominees shall make advance payment in respect of materials and plant brought to site for but not yet incorporated installed in the works in accordance with conditions stipulated in the Contract Date. 75% of cost of materials and plant brought to site for incorporation into the works only shall be paid as secured advance. Materials which are of perishable nature should be adequately insured.
50. Security Deposit shall consist of two parts; a) Performance Guarantee to be submitted at award of work, and b) Retention money to be recovered from Running Bills.
Security Deposit shall be 10% of Contract price of which 5% of contract price should be submitted as Bank Guarantee, or Online transfer within 21 days of receipt of Letter of Acceptance and balance 5% recovered as Retention Money from Running Bills. Recovery of 5% of Retention Money to commence from the first bill onwards @ 5% of bill value from each bill. Retention Money be refunded within 14 days from the date of payment of final bill. Balance SD to be refunded immediately not later than 14 days from completion of work.
51. The documentary evidence (copy of paid challan in Government Treasury) of welfare cess @1% of work done as amended by Statutory Authority from time to time paid on final bill shall be submitted before releasing the Performance Guarantee.
52. Failure of the successful Bidder to comply with the requirements of Sub-Clause 1.33.1 shall constitute sufficient grounds for cancellation of the award of work and forfeiture of the Bid security and/or may be disqualified from bidding for any contract with DPA for a period of three years from the date of notification.
- 52.1 The documentary evidence (copy of paid challan in government treasury) of the welfare cess @1% of the work done or as mandated by security authority from time to time, paid on final bill shall be submitted before releasing the performance guarantee if applicable
53. **NIL.**
54. **Cost of Repairs.**
- 54.1 Loss or damage to the works or materials to be incorporated in the works between the start date and the end of the defects correction period shall be remedied by the Contractor at the Contractors cost if the loss or damage arises from the Contractors acts or omissions.
- F. FINISHING THE CONTRACT.**
55. **Completion**
- 55.1 After completion of the work, as a whole the contractor will serve a written notice



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to the Nodal Officer or his nominee/Employer to this effect. The Nodal Officer or his Nominee/Employer upon receipt of this notice shall conduct a complete joint survey of the work within 7 days and prepare a defects list jointly. The defects pointed out by the Nodal Officer or his nominee/Employer would be rectified by the contractor within 14 days and thereafter acceptance report be signed jointly by the contractor and the employer. This joint acceptance report shall be treated as “completionCertificate”.

56. Taking over

- 56.1 The employer shall take over the site and the works within seven days of the Nodal Officer or his nominee issuing a certificate of completion.

57. Final Account

- 57.1 The Contractor shall supply to the Nodal Officer or his nominee a detailed account of the total amount that the Contractor considers payable under the contract before the end of the Defects Liability period. The Nodal Officer or his nominee shall issue a defects

Liability certificate and certify any final payment that is due to the contractor within 60 days of receiving the contractor's account if it is correct and complete. If it is not, the Nodal Officer or his nominee shall issue within 15 days a schedule that states the scope of the corrections or additions that are necessary for the correction and certify payment of 50% of the undisputed amount to the contractor. If the final account is still unsatisfactory after it has been resubmitted the Nodal Officer or his nominee shall decide on the amount payable to the contractor and issue a payment certificate, within 60 days of receiving the contractor's revised account.

58. Operating and Maintenance Manuals

- 58.1 If “as built” Drawings and /or operating and maintenance manuals are required the contractor shall supply them by the dates stated in the Contract Data.
- 58.2 If the contractor does not supply the drawings and /or manuals by the dates stated in the contract data, or they do not receive the Nodal Officer or his nominee's approval, the Nodal Officer or his nominee shall withhold the amount stated in the contract data from payments due to the contractor.

59. Termination

- 59.1 The employer or the Contractor may terminate the contract if the other party causes a fundamental breach of the contract.



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59.2 Fundamental breaches of contract include, but shall not be limited to the following:

- (a) The contractor stops work for 28 days when no stoppage of work is shown on the current program and the stoppage has not been authorized by the Nodal Officer or his nominee.
- (b) The Nodal Officer or his nominee instructs the contractor to delay the progress of the work and the instruction is not withdrawn within 28 days.
- (c) The employer or the contractor becomes bankrupt or goes into liquidation other than for a reconstruction restructure or amalgamation.
- (d) A payment certified by the Nodal Officer or his nominee is not paid by the employer to the contractor within 50 days of the date of the Nodal Officer or his nominee's certificate.
- (e) The Nodal Officer or his nominee gives Notice the failure to correct a particular defect is a fundamental breach of contract and the contractor fails to correct it within a reasonable period of time determined by the Nodal Officer or his nominee.
- (f) The contractor does not maintain a security which is required.
- (g) The contractor has delayed the completion of works by the number days for which the maximum amount of liquidated damages can be paid as defined in the contract data and
- (h) If the contractor, in the judgment of the employer has engaged in corrupt or fraudulent practices in competing for or in the executing the contract.
- (i) If the contractor has contravened clause 7 and clause 9 of condition of contract.

For the purpose of this paragraph: "corrupt practice" means the offering, giving receiving or soliciting of anything of value to influence the action or a public official in the procurement process or in contract execution. "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the employer, and includes collusive practice. Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the employer of the benefits of free and open competition".

59.3 When either party to the contract gives notice of a breach of contract to the Nodal Officer or his nominee for a cause other than those listed under sub clause 59.2 above, the Nodal Officer or his nominee shall decide whether the breach is fundamental or not.

59.4 Notwithstanding the above, the employer may terminate the contract for convenience subject to payment of compensation to the contractor including loss of profit on uncompleted works. Loss of profit shall be calculated on the same basis as adopted for calculation of extra/additional items.

59.5 If the contract is terminated the Contractor shall stop work immediately, make the



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site safe and secure and leave the site as soon as reasonably possible.

60. Payment upon Termination.

- 60.1 If the contract is terminated because of a fundamental breach of contract by the contractor, the Nodal Officer or his nominee shall issue a certificate for the value of the work done less advance payments received upto the date of the issue of the certificate, less other recoveries due in terms of the contract, less taxes due to be deducted at source as per applicable law and less the percentage to apply to the work not completed as indicated in the contract data. Additional liquidity damages shall not apply, if the total amount due to the employer exceed any payment due to the contractor, the difference shall be a debt payable to the employer.
- 60.2 If the contract is terminated at the employer's convenience or because of a fundamental breach of contract by the employer, the Nodal Officer or his nominee shall issue a certificate for the value of the work done, the reasonable cost of removal of equipment, repatriation of the contractors personnel employed solely on the works, and the contractor's costs of protecting and securing the works and loss of profit on uncompleted works less advance payments received up to the date of the certificate, less other recoveries due in terms of the contract and less taxes due to be deducted at source as per applicable law.

61. Property

- 61.1 All materials on the Site, Plant, Equipment, Temporary Works and Works for which payment has been made to the contractor by the Employer, are deemed to be the property of the Employer, if the Contract is terminated because of a Contractor's default.

62. Release from Performance.

- 62.1 If the Contract is frustrated by the outbreak of war or by other event entirely outside the control of either the Employer or the Contractor, the Nodal Officer or his nominee shall certify that Contract has been frustrated. The Contractor shall leave the Site and stop work as quickly as possible after receiving this certificate and shall be paid for all work carried out before receiving it and for any work carried out afterwards to which commitment was made.

63. NIL.

G. SPECIAL CONDITIONS OF CONTRACT

1. LABOUR

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



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

2. COMPLIANCE WITH LABOUR REGULATIONS:

During continuance of the contract, the Contractor and his sub- contractors shall abide at all times by all existing labour enactment and rules made there under, regulations, notifications and by laws of the State or Central Government or local authority and any other labour law (including rules) regulations, bye laws that may be passed or notification that may be issued under any labour law in future either by the State or Central Government or the local authority. Salient features of some of the major labour laws that are applicable to construction industry are given below. The Contractor shall keep the Employer indemnified in case any action is taken against the employer by competent authority on account of contravention of any of the provisions of any Act or rules made there under, regulations or notifications including amendments. If the Employer is caused to pay or reimburse such amounts as may be necessary to cause or observe, or for non-observance of the provisions stipulated in the notifications/bye laws/Acts/Rules/regulations including amendments, if any, on the part of the Contractor the Nodal Officer or his nominee/Employer shall have the right to deduct any money due to the Contractor including his amount of performance security. The Employer/Nodal Officer or his nominee shall also have right to recover from the Contractor any sum required or estimated to be required for making good the loss or damage suffered by the Employer.

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

- **SALIENT FEATURES OF SOME MAJOR LAWS APPLICABLE TO ESTABLISHMENTS ENGAGED IN BUILDING AND OTHER CONSTRUCTION WORK.**
 - (a) Workmen Compensation Act 1923:- The act provides for compensation in case of injury by accident arising out of and during the course of employment.
 - (b) Payment of Gratuity Act 1972:- Gratuity is payable to an employee under the Act on satisfaction of certain conditions on separation if an employee has completed 5 years service or more on death at the rate of 15 days wages for every completed year of service. Act is applicable to all establishments employing 10 or more employees.



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- (c) Employees P.F and Miscellaneous Provision Act 1952:- The Act Provides for monthly contribution by the employer plus workers @ 12%/8.33%. the benefits payable under the Act are:
- (i) Pension to family pension retirement or death, as the case may be. (ii) Deposit linked insurance on the death in harness of the worker, (iii) payment of P.F accumulation on retirement/death etc.
- (d) Maternity Benefit Act 1951:- The Act provides for leave and some other benefits to workmen/ employees in case of confinement or miscarriage etc.
- (e) Contract Labour (Regulation & Abolition) Act 1970:- The Act provides for certain welfare measures to be provided by the Contractor to contract labour and in case the Contractor fails to provide, the same are required to be provided, by the Principal Employer by Law. The Principal Employer is required to take Certificate of Registration and the Contractor is required to take license from the designated Officer. The Act is applicable to the establishments or Contractor of Principal Employer if they employ 20 or more contract labour.
- (f) Minimum Wages Act 1948:- The Employer is supposed to pay not less than the Minimum Wages fixed by appropriate Government as per provisions of the Act if the employment is a scheduled employment Construction of Buildings, Roads, Runways are scheduled employment.
- (g) Payment of Wages Act 1936:- It lays down as to by what date the wages are to be paid when it will be paid and what deductions can be made from the wages of the workers.
- (h) Equal Remuneration Act 1979:- The Act provides for payment of equal wages for work of equal nature to Male and Female workers and for not making discrimination against Female employees in the matters of transfers, training and promotions etc.
- (i) Payment of Bonus Act 1965:- The Act is applicable to all establishments employing 20 or more employees. The Act provides for payments of annual bonus subject to a minimum of 8.33% of wages and maximum of 20% of wages to employees drawing Rs.3500/- per month or less. The bonus to be paid to employees getting Rs.2500/- per month or above upto 3500/- per month shall be worked out by taking wages as Rs.2500/- per month only. The Act does not apply to certain establishments. The newly set-up establishments are exempted for five years in certain circumstances. Some of the State Governments have reduced the employment size from 20 to 10 for the purpose of applicability of this Act.
- (j) Industrial Disputes Act 1947:- The Act lays down the machinery and procedure for resolution of industrial disputes, in what situations a strike or lockout becomes illegal and what are the requirements for laying off or retrenching the employees or closing down the establishment.



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- (k) Industrial Employment's (Standing Orders) Act 1946:- It is applicable to all establishments employing 100 or more workmen (employment size reduced by some of the States and Central Government to 50). The provides for laying down rules governing the conditions of employment by the Employer on matters provided in the Act and get same certified by the designated Authority.
- (l) Trade Unions Act 1926:- The Act lays down the procedure for registration of trade union of workmen and employers. The Trade Union registered under the Act have been certain immunities from civil and criminal liabilities.
- (m) Child Labour (Prohibition & Regulation) Act 1986:- The Act prohibits employment of children below 14 years of age in certain occupations and processes and provides for regulation of employment of Children in all other occupations and processes. Employment of Child Labour is prohibited in Building and Construction Industry.
- (n) Inter-State Migrant workmen's (Regulation of Employment & Conditions of Service) Act 1979:-

The Act is applicable to an establishment which employs 5 or more inter-state migrant workmen through an intermediary (who has recruited workmen in one state for employment in the establishment situated in another state). The Inter-State migrant workmen, in establishment to which this Act becomes applicable, are required to be provided certain facilities such as housing, medical aid, travelling expenses from home upon the establishment and back, etc.

- (o) The Building and Other Construction workers (Regulation of Employment and Conditions of Service Act 1996 and the Cess Act of 1996:- All the establishments who carry on any building or other construction work and employs 10 or more workers are covered under this Act. All such establishments are required to pay cess at the rate not exceeding 2% of the cost of construction as may be modified by the Government. The Employer of the establishment is required to provide safety measures at the Building or Construction work and other welfare measures, such as Canteens, First-Aid facilities. Ambulance, Housing accommodations for workers near the work place etc. The Employer to whom the Act applies has to obtain a registration certificate from the Registering Officer appointed by the Government.
- (p) Factories Act 1948:- The Act lays down the procedure for approval at plans before setting up a factory, health and safety provisions, welfare provisions, working hours, annual earned leave and rendering information regarding accidents or dangerous occurrence to designated authorities. It is applicable to premises employing 10 persons or more with aid of power or 20 more persons without the aid of power engaged in manufacturing process.



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SECTION 4

CONTRACT DATA



Name of the work:- Maintenance and operation of Water Towers No. 1, 2 & 3 at New Kandla

CONTRACT DATA

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

The following documents are also part of the contract clause
reference

The schedule of other contracts (8 (Section -3))

The schedule of key personnel (9 (Section -3))

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

The employer is

Name: - DEENDAYAL PORT AUTHORITY,

Address: A.O building, PO Box No-50, Gandhinagar, (Gujarat)

Name of authorized representative is: Chief Engineer Address: A.O building, PO
Box No-50, Gandhinagar, (Gujarat)

The nodal officer or his nominee is:

Name: DY. CHIEF ENGINEER (PL)

Address Annexe, Ground floor, A.O.Bldg, Gandhinagar

Name of authorized representative is: Asst. Engr. / J.E. Address Estate Office, New Kandla

The conciliator appointed jointly by the Employer and contractor is

- Name :
(1.1) _____
- Address _____ :
- _____
- (To be filled in after conciliator is appointed).

The name and identification number of the contract is “**Maintenance and operation of Water Towers No. 1, 2 & 3 at New Kandla .”**

The start date shall be _____

The intended completion date for the whole

Of the work is **24 months** with the following milestones:(17 & 28(section 3))

Milestone dates: NIL.

The site is located inside Port Colony New Kandla is defined in drawing .

(1) The defect liability period is zero



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The minimum insurance cover for physical property, injury and death is Rs. 10.00 Lacs (Rs. Ten Lacs) per occurrence with the number of occurrences limited to four. After each occurrence, contractor will pay additional premium necessary to make insurance valid for four occurrences always.

The following event shall also be compensation events: (44)

1. The employer terminates the contract for his convenience
2. _____.
3. _____.
4. _____.

The period between programme updates shall be 15 days (27) The amount to be withheld for late submission of an updated programme shall be Rs. 5,000/-.
(27)

The language of the contract documents is English (3)

The law, which applies to the contract, is law of union of India (3) The

currency of the contract is Indian rupees. (46)

Fees and types of reimbursable expenses to be paid to the Dispute Review Expert (25)

Appointing authority for the Arbitrator is Chairman, DPA.



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SECTION 5

SPECIAL CONDITIONS AND SPECIFICATIONS



Name of the work:- Maintenance and operation of Water Towers No. 1, 2 & 3 at New Kandla

- A. The provision in special condition which form a part of the contract shall have precedence over those specified in Section 1, 2, 3, 4 and 8 of Contract in case of diversity if any.
- B. The following clauses will **not applicable. Section 1**

SPECIMEN FOR FORM OF BID

- **Clause (c) & (d) & (g)**

CONTRACTOR'S BID

- We accept the appointment of _____ as the conciliator
(Not Applicable)
- (OR)
- We do not accept the appointment of _____ as the conciliator and proposed instead that _____ be appointed as conciliator whose daily fee and biographical data are attached. (Not Applicable)

Pre qualification of bidder

- **Table 5, 6 & 7**

(Section 3)

- **Para 2 of Clause 1.1**

- The Conciliator is the person appointed jointly by the Employer and the contractor to resolve disputes in the first instance as provided for in Clauses 24 and 25. The name of the Adjudicator is defined in the Contract Data.
- **Clause 7, 8, 9, 21.1, 25, 26, 43.2 to 43.7, 44, 45, 32.3**
- **Clause 47**
- Conciliator is not applicable under Contract Data

(Section 4)

- The schedule of other contracts (Not Applicable)
- The schedule of key personnel (Not Applicable)



Name of the work:- Maintenance and operation of Water Towers No. 1, 2 & 3 at New Kandla

(Section 6)

- FORMS FOR DISPUTE REVIEW BOARD AGREEMENT.
- Specimen Bank Guarantee for Advance payments.
- Stage Payment

SPECIAL CONDITIONS & SPECIFICATIONS

- 1 If the contractor suffers any delay the Engineer-in-Charge may grant at his discretion an extension of time for completion of work. However, no claims/disputes etc. arising out of extension of time so granted shall be entertained.

The contractor while filling up their rates in the tender should consider the above aspects.

- 2 Workmanship shall be the best possible quality and all work shall be carried out by skilled workmen except for those which normally require unskilled persons. If the laws of the local Government/Municipal or other authority require the employment of licensed or registered workmen for various trades, the contractor shall arrange to have the work done by such licensed/registered personnel.
- 3 The work shall be carried out in accordance with the best standards of workmanship and to entire satisfaction of Engineer-in-Charge.
- 4 An order book is to be maintained by the contractor at the site of work and orders and instructions written in the order book shall be deemed to have been legally issued to the contractor and the contractor shall sign each entry in the order book as a token of having seen the same. The order book shall be property of the Board and shall be handed over to the Engineer-in-Charge of the work in good condition after the completion of the work or whenever required by the Engineer-in-Charge.
- 5 The contractor shall be required to execute the work in such a way so as not to cause any damage, hindrance or interference with port activities going on in the area or nearby. He should not also deposit the materials at such places which may cause inconvenience to the public and the work going on in the nearby area.
- 6 The contractor shall have to make good all damages done by him to the structures nearby while executing the work and no extra payment shall be made to him on that account.
- 7 For the purpose of measurements, the method prescribed in the 'Indian Standard' specifications shall be applicable in addition to those prescribed in Board's Schedule of Rates unless stated otherwise in contract. In case of any ambiguity the decision of the Engineer-in-charge shall be final.



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- 8 The notes and datas furnished in DEENDAYAL PORT AUTHORITY, Schedule of Rates in force will be considered for measurement purpose in the case of lead, weight, allowance for voids etc. of the materials.
- 9 All the labour acts, rules and regulations in force from time to time are to be followed by the contractor.
- 10 Income tax deduction at applicable rates and surcharge as applicable thereon shall be made while making the payment to the contractor for carrying out the work and only net amount shall paid as directed by the Central Board of the direct taxes, Ministry of Finance, Government of India.
- 11 During the execution of work the contractor shall employ only such persons who are careful, perfectly skilled and experienced in his field of work. The Engineer-in-Charge shall be at liberty to object and ask the contractor to remove from the work any person employed by the contractor for execution of work, in the opinion of Engineer-in-Charge, misconducts or he is found negligence in the proper performance of his duties as such persons shall not be again employed on the work without permission of Engineer-in-Charge.
- 12 All the precautions regarding the safety of the work shall have to be taken and the instruction of Engineer-in-charge in this respect shall have to be followed strictly.
- 13 The Engineer-in-charge may delete any number of items included in his tender (contract) without assigning any reasons and without any financial liability.
- 14 All the tools, plants, scaffolding, ladder etc. and other machinery etc. required temporary for the purpose of execution of work will have to be arranged by the contractor at his own cost, and storing of such tools, plants etc. will have to be made by him.
- 15 Unless otherwise specifically mentioned the rates quoted for all items includes for all lead and lift and no extra claims shall be entertained on this account.
- 16 The contractor shall not deposit and store any materials in such a way so as not to cause inconvenience to the Port users and hindrance in the port activities.
- 17 FORCE MAJURE: This will be restricted to acts of God only.
- 18 All works within the scope of this Tender must be completed within a period of 24 months from the date of written order of the Engineer-in-charge to commence the work.
- 19 It must be clearly understood that the rates quoted in the tender are to include for everything required to be done as per instructions for tendering, conditions of contract, specifications and drawings referred to therein and also for all such work as is necessary for the proper completion of the works although specifically mention thereof may not have been made in the tender schedule, specification or drawings, the rates are for works in-situ should be inclusive off all incidentals necessary for carrying out the “Works”.



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- 20 The Contract is liable to be cancelled in case either contractor himself or any of his employees if found to be Engineer of Gazetted rank of Government Officer, employee an Engineering Department of Government of India or DEENDAYAL PORT AUTHORITY within two years of retirement and do not process the permission from the concerned authority for working as contractor or his employee or his employee.
- 21 The tenderers are not expected to make any post tender modifications. Hence, the tenderer should not make any correspondence regarding the tenders after submission of the same of due date and time. No cognizance of any correspondence shall be taken and if any tenderer persists with the same, necessary action will be initiated against him. All the tenders received on or before the due date & time shall be opened, if otherwise found in order.
- 22 In the case of discrepancy between the schedule of quantities, the specification and / or the drawings, the following order of preference shall be observed:-
- i) Description of schedule of quantities.
 - ii) Particular specification and special condition, if any.
 - iii) Drawings.
 - iv) C.P.W.D. specifications.
 - v) Indian standard specifications of B.I.S.
- 23 While evaluating the tender, due regard will be paid to national defence.
- 24 The Engineer-in-charge reserves the right to make necessary changes in the diameter of bars provided in the drawings and no claims what-so-ever on account of change in diameter of bars will be entertained.
- 25 Void
- 26 SUBMISSION OF BID
- Bidders who wish to participate will have to procure/ should have legally valid Digital Certificate, as per Information Technology Act-2000, using which they can sign their electronic bids. The bidders can procure the Digital Certificate from (n) code solutions a division of GNFC Ltd, who are licensed certifying authority by Government of India. All bids should be digitally signed. For details regarding Digital signature certificate and related matters, the below mentioned address should be contacted: (n) code Solutions, A Division of GNFC, 301 GNFC Infotower, Bodakdev, Ahmedabad. Tel. 91 79 26857316/17/18 Fax: 91 79 26857321 E-mail: nprocure@gnvfc.net Mobile: 9327084190 / 9898589652.
- 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 shall have to be forwarded subsequently so as to reach the office of DY. CHIEF ENGINEER (PL) within 7 days of opening of the tenders.
- a. The envelopes shall be addressed to:



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The DY. CHIEF ENGINEER (PL),
Pipe Line Division
Ground Floor, A.O. Bldg, Annexe Building
DEENDAYAL PORT AUTHORITY
Gandhidham-370201,
Kutch District Gujarat-State, INDIA
And submitted on <http://kpt.nprocure.com>
bear the following identification:

Accompaniments for “Maintenance and operation of Water Towers No. 1, 2 & 3 at New Kandla.”

Bid reference No

Name and address of the bidder.

27 DEADLINE OF SUBMISSION OF BID

- a. Bids must be received by the Employer in On-Line System at website <https://kpt.nprocure.com> not later than 16:00 hrs. on 01/01/2024 in the event of the specified date for the submission of bids being declared a holiday by the Employer, the Bids will be received upto the appointed time on the next working day.
- b. The Employer may extend the deadline for submission of bids by issuing an amendment in accordance with Clause 9, 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.
- c. At the time of submission of the tender document, the tenderer shall give an undertaking that no changes have been made in document. The uploaded version of the Port Tender Document will be treated as authentic tender and if any discrepancy is noticed at any stage between the Port's tender document and the one submitted by the tenderer, the conditions mentioned in the Port's uploaded document shall prevail. Besides, the tenderer shall be liable for legal action for the lapses.

28 BILLS TO BE SUBMITTED MONTHLY

A Bill shall be submitted by the contractor each month on or before the date fixed by the Engineer-in-charge for all works executed in the previous month, and the Engineer-in-charge shall take or cause to be taken the requisite measurement for the purpose of having the same verified, and the claim, as far as admissible, adjusted as far as possible, before the expiry of ten days from the presentation of the bill. If the contractor does not submit the bill within the time fixed as aforesaid, the Engineer-in-charge may depute within seven days of the date fixed as aforesaid, subordinate to measure up the said work in the presence of the contractor whose counter signature to the measurement list will be sufficient warrant, and the Engineer-in-charge may prepare a bill from such list.



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29 Contractor to be given a week to file objections to the measurements recorded by the Department.

Before taking measurement of any work as has referred to in Clause 6,7, and 8 hereof, the Engineer-in-charge or a subordinate deputed by him shall give reasonable notice to the contractor if the contractor fails to attend at the measurements after such notice of fails to countersign or to record the difference within a week from the date of measurement in the manner required by the Engineer-in-charge then in any such event the measurement taken by the Engineer-in-charge or by the subordinate deputed by him as the case may be shall final and binding on the contractor and the contractor shall have no right to dispute the same

30 BILLS TO BE ON PRINTED FORMS

The contractor shall submit all bill on the printed forms to be had on application at the office of the Engineer-in-charge and the charges in the bills shall always be entered at the rates specified in the tender or in the case of any extra work ordered in purpose of these conditions and not mentioned or provided for in the tender at the rates hereinafter provided for such work

31 PAYMENT OF CONTRACTOR'S BILL TO BANK

Payments due to the contractor may, if so desired by him be made to his bank instead of direct to him, provided that the contractor furnishes to the Engineer-in-charge (1) an authorisation in the form of a legally valid document such as a power of attorney conferring authority on the bank to receive payment and (2) his own acceptance of the correctness of the account made out as being due to him by the Board or his signature on the bill or other claim, preferred against the Board before settlement by the Engineer-in-charge of the account or claim by payment to the bank, while the receipt given by such bank shall constitute a full and sufficient discharge for the payment the contractor should, wherever possible, present his bills duly receipted and discharged through his bankers. Nothing herein contained shall operate to creates in favor of the any rights of equities vis-à-vis the Board.

32 Prospective bidders may raise query relating to bidding conditions bidding process and / or rejection of its bid. The reason for rejecting a tender or non-issuing a tender to prospective bidder will be disclosed where written enquiries are made by the concerned bidder.

33 The contract shall be valid for 24 months from the date of written work order and can be extended for further period up to 02 months at the same rate and terms & conditions with mutual consent.

34 Contractor has to arrange entry permit for entering the port premises from CISF/Security Officer, DEENDAYAL PORT AUTHORITY.

35. Contractor has to make his own arrangement of hoses etc. to deliver water at required locations.

36. Payment shall be made on monthly basis for the actual quantity of water supplied and bills submitted.



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37. Work shall be carried out to the entire satisfaction of Engineer-in-Charge and as per directions from time to time.
38. Contractor has to comply all the motor vehicle act/rules and regulations and DEENDAYAL PORT AUTHORITY will not be responsible for any violations of rules for use of vehicle for the work.
39. The contractor is expected to have full knowledge of work. Work site and nature and magnitude of work and no claim what so ever shall be entertained in this regard.
40. The tender containing the condition for lowering or raising the rates quoted shall be summarily liable for rejection.
41. Income Tax deduction at prevailing rates plus surcharge if any as applicable shall be made while making the payment for the work carried out. Only net amount shall be paid as directed by the Central Board of Direct Taxes for Ministry of Finance Govt. of India.
42. Contractor should strictly follow the schedule of supply of manpower given by Engineer in charge or his representative.
43. The contractor shall be required to execute the work in such a way so as not to cause any damage or hindrance or interference to the activities and work going on in the areas adjoining thereof. Any such damages shall be repaired by him at his own cost. If he does not repair the damages, the same will be repaired by DEENDAYAL PORT AUTHORITY at the sole risk and cost of contractor and amount will be recovered from the bills due.
44. The Engineer in charge will be entitled to deduct or adjust any sums of money payable by the contractor to the Board under the terms of any contract executed by him or on his behalf from the present contract.
45. All tools, paints, hoses, pumping machinery's, tackles etc. are to be brought by contractor for carrying out the work to the complete satisfaction of Engineer in charge without any extra cost and storing of such materials will have to be made by him.
46. Tender with any inscription in Schedule 'B' or other enclosure shall be summarily liable for rejection.
47. All the labour acts, rules and regulations in force from time to time are to be followed by the contractor.
48. The provision in special condition which forms a part of contract shall have precedence over those specified in the printed general conditions in case of diversity if any.
49. The value of stamp to be affixed on agreement shall be of appropriate value prescribed for bond as per latest provision of law enforced on the date of execution of contract. However if the contractor furnished the G.P.F. notes or approved guarantee in respect of part of Security Deposit, the stamp duty chargeable for the amount shall be as prescribed for agreement payable in accordance with latest provision of law enforced on the date of execution of contract. All the cost of stamp duty shall be borne by the contractor.
50. Necessary Indian Dock Safety Regulation for the safety purpose shall be adhered by contractor and he will be responsible for any violation of the same.



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51. Letter of Acceptance intimating the contractor about the proposed acceptance of tender will be issued by the Chief Engineer, the tender agreement in approved form bearing the stamp of required value be executed by Chief Engineer on behalf of the board having common seal of the board. The final acceptance letter shall be issued by the Chief Engineer on non-judicial stamp paper of Rs. 100/- to be borne by the contractor, In Case the contractor desire to have duplicate copy of letter of acceptance, he shall to pay and addition amount of Rs. 100/- only.
52. The Bank Guarantee submitted in lieu of Security Deposit must be from any Nationalized Bank/ schedule bank having its branches at Gandhidham (Kutch) "Except the Co-operative banks"
53. The tender documents submitted by the contractor and correspondences exchanged between him and DEENDAYAL PORT AUTHORITY authorities prior to acceptance of the tender and thereafter shall form part of an agreement even though formal agreement duly signed is not executed.
54. Contractor has to take signature from the concerned in charge in token of receipt of water.
55. Sufficient care shall be taken by the contractor to prevent leakage of water while loading and unloading of water.
56. Retention money refunded within 14 days from the date of payment of final bill. There will be not be any defect liability period.
57. DEENDAYAL PORT AUTHORITY is at liberty and empowered to reject or turn down the contract at any time during currency of tender. Contractor is supposed to carry out any quantity of item as specified / awarded on the same rates, terms and conditions of the Contract. No claim whatsoever shall be entertained on this account.
58. Security Clause: While evaluating tenders required care would be paid to National Defence and Security Requirements.
59. The tenders are not expected to make any post-tender modification. Hence the tenders should not make any correspondence regarding the tenders after submission of the same on due date and time. No cognizance of any correspondence shall be taken and if any tenderer persists with the same, necessary action will be intimated against him. All the tenders received on or before the due date & time shall be opened, if otherwise found in order.
60. Information regarding Income Tax Permanent Account No. (PAN) and GST Registration No. may be enclosed along with the tender documents.
61. The bidders / tenderers shall give an undertaking that they have not made any payment or illegal gratification to any person / authority connected with the bid process so as to influence the bid process and have not committed any offence under the PC Act in connection with the bid.
62. The bidders / tenderers shall disclose any payments made or proposed to be made to any intermediaries (agents etc.) in connection with the bid.



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63. Prospective bidder(s) may raise query relating to bidding conditions, bidding process and / or rejection of its bid. The reasons for rejecting a tender or non-issuing a tender to prospective bidder will be disclosed where written inquiries are made by the concerned bidder.
64. Liquidated damages shall be levied at the rate of 0.50% (per week / part thereof) of contract value for delay of each week or part thereof subject to maximum of 10% of contract value in the event of failure to complete the work in the stipulated period of completion or such extension as may be granted.
65. The contractor supply of manpower minimum 18 Nos (per shift 2 Nos per tower i.e. 3 nos of tower) at water tower No.1,2 and 3 and if the contractor fail to supply manpower as per tender the recovery will be made two times of quoted rates of minimum CLC rates whichever is higher.
66. In order to get wider contribution qualifying criteria have been modified.
67. **GST Clause:-**
- (a) The contractor shall quote the price exclusive of GST. The contractor shall quote prevailing GST rate separately which shall be reimbursed by DPT after ascertaining necessary compliance as per Goods & Service Tax – 2017. The contractor should have valid GST registration number to become eligible for Participating in the bid. The TDS on GST as per the applicability will be deducted. However, GST will not be considered for evaluation of bid Price. All other duties, taxes, cesses applicable if any, shall be borne by the contractor.
 - (b) GST Registration should be invariably mentioned in the bid / tender, failing which the bid / tender will be treated as non-responsive and liable to be discharged.
 - (c) GST & PAN No. may be furnished with documentary evidence along with the Tender Documents.
 - (d) It is mandatory to upload scanned copies of all the documents including GST registration certificate as stipulated in the bid document. If such document is not uploaded his bid will become invalid and cost of bid document shall not be refunded.
 - (e) The TDS under GST Act is required to be deducted @ 2% (1% CGST and 1% SGST or 2% IGST) from payment / credit given to contractors /professionals and others for work order/contracts exceeding Rs. 2,50,000.00
 - (f) “Contractor / service provider / supplier etc... has to ensure timely and proper filling GSTR-1 so the DEENDAYAL PORT AUTHORITY can avail input tax credit in timely manner. In case DOT not allowed input tax credit due to failure on part of the contractor / service provider / supplier etc..., it will be a financial loss to the DPT and therefore same shall be recovered from the payment / deposit of the contractor / service provider / supplier”
68. **Removal of rejected/sub-standard materials**
- (a) Whenever any material brought by the contractor to the site of work is rejected, entry thereof should invariably be made in the Site Order Book under the signature of the Assistant Engineer, giving the approximate quantity of such materials.



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

69. **Deviation in quantities**

Normally deviation means deviation in quantities of agreement items, i.e. where there is increase or decrease in the quantities of items of work specified in the agreement. Rates for such deviated items shall be calculated strictly as per the provision of agreement clauses.

70. **Deriving the Market rates :**

As per provisions of variation clauses sometimes rates are to be determined based on market rates in certain conditions. In such cases the contractor within 14 days of receipt of order for execution of deviated quantities, extra or substituted items beyond permissible limits and before the commencement of such work shall give notice, for revision of rates, supported by proper analysis, for such quantities. Engineer-in-Charge shall consider the analysis submitted by contractor and determine the rates on basis of market rates. Further in case market rates are less than the agreement rates then in such a case Engineer-in-Charge should give notice to the contractor within one month of occurrence of the excess and should decide the rates based on market rates considering the reply of contractor. The analysis of rates on market rates should be on similar lines as adopted in the justification of tender except that market rates of material / labour, hire charges of plant and machinery intended to be used prevailing at the time of such order or occurrence shall be adopted. Over and above the market rates so arrived 10% would be added for overheads and profit of the contractor.

71. **Extra/Substituted Items**

1 Definition

- a) Extra items of work are items that are completely new, and are in addition to the items contained in the contract.
- b) Substituted items are items that are taken up with partial modification or in lieu of items of work in the contract.
- c) One agreement item can be substituted by multiple items.
- d) The rate of any substituted item against agreement item up to deviation limit shall be derived as per provisions of variation Clause. Rate of remaining quantity of substituted item executed beyond deviation limit shall be determined on the basis of market rate.
- e) Similarly rate of extra item shall also be derived as per provisions of variation clause.



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72. INTEGRITY PACT

74.1 The bidder has to execute Integrity Pact agreement with DEENDAYAL PORT AUTHORITY (As per Appendix) Shri S K Sarkar, IAS (Retd.) and Shri Saurabh Chandra, IAS(Retd.) Has been nominated as Independent External Monitor for Integrity Pact. Whose address is as under :

(1) Shri S.K.Sarkar, IAS (RetD.)
B-104, Nayantara Aptt.,
Plot No.08-B, Sec-07, Dwarka,
New Delhi – 110 075
Mobile No. 98111 49324
Email :- sksarkar1979@gmail.com

(2) Shri Saurabh Chandra, IAS (RetD.)
A-9, Sector-30,
Noida (UP) 201301
Mobile No. 9871322133
Email: saurabh7678@yahoo.co.in

74.1 Scanned copy of pre- contract Integrity Agreement (as per appendix) is to be uploaded during preliminary stage duly scanned, stamped, signed and dated along with witness signatures. Original hard copy of Pre contract Integrity Pact Agreement shall be submitted by post or hand immediately after closing date of online E-tender failing which tender shall be considered irrelevant.

73. The payment from 2nd bill to pre-final bill , shall be released, subject to the condition that documentary evidence (copy of paid challan in government treasury) of the welfare cess @1% of the work done or as mandated by security authority from time to time , paid of concerned authority is submitted for the previous bill”
74. The contractor shall be registered under The Building and Other Constructions Workers (Regulation of Employment and Conditions of Service) Act, 1996.
75. 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.
76. The rate quoted by Contractor shall be Realistic. During the Evaluation of Tender if rates quoted by contractor are found un-realistic, the tender shall be considered non-responsive and Engineer-in-charge reserved right to cancel and no any correspondence shall be entertained in this regard.
77. The contractor shall carry out the as per specification & time line failing which Notice will be issued and after three notices. If performance not satisfactory, Contractor will be debarred from participating in new tenders of civil Engineering Department for a period two years.
78. The payment to the worker deployed by the Contractor should be paid through their respective account only. The Contractor has to submit the bills along with documentary proof for payments made to the labourers through the bank.
79. Arbitration Clause
- (I) Except where otherwise provided in the contract all questions and disputes relating to the meaning of the specifications, designs, drawings and instructions here in before mentioned and as to the quality of workmanship or materials used on the work or as to any other question, claim, right, matter or any other thing whatsoever, in any way arising out of or relating to the



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

- (II) It will be no objection to any such appointment that the arbitrator is an employee of the Board or the Government, that he had to deal with the matter to which the contract relates and that in course of his duties as an employee of the Board or the Government, he had expressed views on all or any of the matters in dispute or of different.
- (III) The arbitrator who has been dealing with 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 holding the office, shall arbitrate himself or appoint any officer to act as arbitrator.
- (IV) It is also a term of the contract that no person other than the Chairman himself or any officer appointed by him shall act as arbitrator.
- (V) It is a term of the contract that only such question and disputes as were raised during progress of work till its completion and not thereafter shall be referred to arbitration. However, this would not apply to the questions and disputes relating to liabilities of parties during the guarantee period after completion of the work.
- (VI) It is a term of the contract that the party invoking arbitration shall give a list of disputes with amounts of claim in respect of each said disputes alongwith the notice seeking appointment of arbitrator.
- (VII) It is also a term of contract that if the contractor does not make any demand for appointment of arbitrator in respect of any claims / disputes in writing, as aforesaid, within 120 days of receiving the intimation from the 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 Trust shall be discharged and released of all liabilities under the contract in respect of these claims.
- (VIII) It is also a term of the contract that the arbitrator shall adjudicate only such disputes / claims as referred to him by the appointing authority and give separate award against each dispute/claims as referred to him. The arbitrator will be bound to give claim wise detail and speaking award and it should be supported by reasoning.
- (IX) The award of the arbitrator shall be final, conclusive and binding on all the parties to the contract.
- (X) The arbitrator may from time to time, with the consent of both the parties, enlarge the time for making and publishing the award.



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- (XI) Arbitration shall be conducted in accordance with the provision of Indian Arbitration Act, 1996 or any statutory modifications or re-enactment thereof and rules made thereunder and for the time being in force shall apply to the arbitration proceedings under this clause.
- (XII) It is also a terms of the contract that if any fees are payable to the arbitrator, this shall be paid equally by both the parties.
- (XIII) It is also a term of the contract that the arbitration shall be deemed to have been entered on the reference on the date he issued the first notice to both the parties calling them to submit their statement of claims and counter statement of claims.
- (XIV) Venue of arbitration shall be such place as may be fixed by the arbitrator at his sole discretion.

DY. CHIEF ENGINEER (PL)
DEENDAYAL PORT AUTHORITY



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SECTION 6

FORMS OF SECURITIES AND OTHER FORMATS

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



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BANK GUARANTEE

SPECIMEN BANK GUARANTEE SECURITY DEPOSIT

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

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

In consideration of the Board of Authorityes of the Port of [insert name of port] incorporated by the Major Port Authoritys Act , 2021 as amended by Major Port Authority (Amendment) Act 1974 (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 Authorityes of the port of [insert name of port], its successors and assigns) having agreed to release advance payment to _____(hereinafter called the “contractor”)

(Name of the contractor/s)

under the terms and condition of the contract, vide from the demand under the condition of the contract, vide _____’s letter No _____

(Name of the Department)

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

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

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

3. We, _____, undertake to pay to the



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(Name of Bank and Branch)

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

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

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

(Name of the user department)

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

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

Board shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said contract or to extend the time of performance by the said contract or to extend the time of performance by the said Contractors from time to time or to postpone for any time or from time to time any of the powers exercisable by the board against the said Contractors and to forebear or enforce any of the terms and conditions relating to the said contract and we shall not be relieved from our liability by reason of any such variation or extensions being granted to the contractors or for any forbearance, act or omission on the part of the Board or any indulgence shown by the board to the Contractors or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

6. This guarantee will not be discharged due to the change in the constitution of the Bank or the Contractor(s).
7. It is also hereby agreed that the Courts in [Gandhidham] would have exclusive jurisdiction in respect of claims, if any, under this Guarantee.
8. We, _____ Bank lastly undertake not to revoke this guarantee during its currency except with the previous consent of the Board in writing.



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9. Notwithstanding anything contained herein:

- (a) Our liability under this Bank Guarantee shall not exceed Rs._____(Rupees _____only);
- (b) This Bank Guarantee shall be valid upto_____; and
- (c) We are liable to pay the guarantee amount or any part thereof under this Bank Guarantee only and only if you serve upon us a written claim or demand on or before_____ (date of expiry of Guarantee).”
- Date_____day of_____20

For (Name of Bank)

(Name) Signature



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DISPUTES REVIEW BOARD AGREEMENT

(To be executed on Rs. 100/- non-judicial Stamp Paper)

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

(1)

.....(2)

.....(3)

..... [Note: Delete whatever is
not applicable]

WITNESSETH, that

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

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

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

The DRBoard Members:

- (a) Shall have no financial interest in any party to the contract or the Nodal Officer or his nominee, or a financial interest in the contract, except for payment for services on the DRBoard.



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- (b) Shall have had no previous employment by, or financial ties to, any party to the contract, or the Nodal Officer or his nominee, expect for fee based consulting services on other projects, all of which must be disclosed prior to appointment to the DRBoard.
 - (c) Shall have disclosed in writing to the parties prior to signature of this Agreement any all recent or close professional or personal relationships with any director, officer, or employee of any party to the Nodal Officer or his nominee, and any and all prior involvement in the project to which the contract relates;
 - (d) Shall not, while a DRBoard Member be employed whether as a consultant or otherwise by either arty to the contract, or the Nodal Officer or his nominee, expect as a DRBoardMember.
 - (e) Shall not, while a DRBoard Member, engage in discussion or make any agreement with any party to the contract, or with the Nodal Officer or his nominee, regarding employment whether as a consultant or otherwise either after the contract is completed or after services as a DRBoard Members.
 - (f) Shall be and remain impartial and independent of the parties and shall disclose in writing to the Employer/Board, the contractor, the Nodal Officer or his nominee, and one another any fact or circumstances which might be such to cause either the Port or the contractor to question the continued existing of the impartiality and independence required of DRBoard Members.
3. Except for its participation in the DRBoard activities as provided in the contract and in this Agreement none of the Employer / Board, the contractor, the Nodal Officer or his nominee, and one another any fact or circumstances which might be such to cause either the Employer/Board or the contractor to question the continued existence of the impartiality and independence required of DRBoard Members.
4. The contractor shall:



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- a) Furnish to each DRBoard Member one copy of all document which the DRBoard may request including contract document, progress report, variation orders, and other document, pertinent to the performance of the contract.
- b) In co-operation with the Employer/Board, co-ordinate the site visits of the DRBoard, including conference facilities and secretarial and copying services.
5. The DRBoard shall serve throughout the operation of the contract. It shall begin operation following execution of this Agreement, and shall terminate its activities after issuance of the taking over certificate and the DRBoard's issuance of its Recommendation on all disputes referred to it.
6. DRBoard Member, shall not assign or subcontract any of their work under this Agreement.
7. The DRBoard Members are independent and not employees or agents of either the Employer/Board or the Contractor.
8. The DRBoard Members are absolved of any personal or professional liability arising from the activities and the Recommendations of the DRBoard.
9. Fees and expenses of the DRBard Member[s] shall be agreed to and shared equally by the Employer/Board and the Contractor. If the DRBoard requires special services, such as accounting, data research and the like, both the parties must agree and cost shall be shared by them as mutual agree.
10. DR Board's site visit:
 - a. The DR Board shall visit the site and meet with representative of the Employer/Both and the contractor and the nodal officer are his nominee at regular intervals, at times of critical construction events, and at the return request of either party. The timing of site filing agreement shall be fixed by the DRBoard
 - b. Site meeting shall consist of an informal discussion of the status construction of the works followed by an inspection of the work,



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both attended by personal from the employer/Board, the contractor and the nodal officer or his nominee

- c. If request by either parties or the DR Board, the employer/Board will prepare minutes of the meeting and circulate them for comments of the parties and the nodal officer or his nominee.

11. Procedure for disputes referred to the DRBoard:

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



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- f) During the hearing, the contractor, the Employer/ Board, the Nodal Officer or his nominee shall each have ample opportunity to be heard and to offer evidence.

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

12. Conduct of Hearing:

- a) Normally hearing will be conducted at the sites, but any location that would be more convenient and still provide all required facilities and access to necessary documentation may be utilized by the DR Board. Private sessions of the DR Board may be held at any location convenient to the DR Board.
- b) The Employer/ Board, the Nodal Officer or his nominee and contractor shall have representatives at all hearing.
- c) During the hearing, no DR Board Member shall express any opinion concerning the merit of any facet of the case.
- d) After the hearings are concluded, the DR Board shall meet privately to formulate its Recommendation. All DR Board deliberation shall be conducted in private, with all individual views kept strictly confidential. The DR Board's Recommendations, together with an explanation of its reasoning shall be submitted in writing to both parties and the Nodal Officer or his nominee. The pertinent contract provision, applicable laws and regulations, and the facts and circumstances involved in the dispute.

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

[Notes: Delete if it is one member DR Board]



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

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



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SPECIMEN FORMAT FOR DECLARATION

(To be executed on bidder's letter head)

To

(Project Title) Ref:

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

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

Date:

Place:

Name of the Applicant: _____

Represented by (Name & Capacity) _____



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

(To be executed on Bank's Letter Head)

Date:

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

Dear Sir,

Sub: Our Bank Guarantee No. _____
dated _____ for Rs. _____ Favours
yourselves
issued on _____ a/c _____ of M/s. _____
(Name of contractor)

.....

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

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

Name of signature of Bank Officer



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

(To be executed on Rs.100/- non Judicial Stamp Paper)

To
The (PORT Address)

Dear Sir,

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

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

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

[specimen signature]

Yours faithfully,

Signature:

Name& Designation: For & on
behalf of



Name of the work:- Maintenance and operation of Water Towers No. 1, 2 & 3 at New Kandla

SPECIMEN BANK GUARANTEE FOR ADVANCE PAYMENT

{To be executed on Rs.100 non-judicial stamp paper}

{As per CVC guideline BGs for advance shall be taken in equal numbers that of accepted number of instalments and BG shall be valid for period of successive date of recoveries}

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

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

[bank's letterhead]

Beneficiary: [insert legal name and address of port]

ADVANCE PAYMENT GUARANTEE No. [insert advance payment guarantee no.]

We, [insert legal name and address of bank], have been informed that [insert complete name and address of contract] (hereinafter called "the contract")

Furthermore, we understand that, according to the contract, an advance is to be made against an advance payment guarantee.

At the request of the contractor, we hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of [insert amount(s) ¹ in figures and words] upon receipt by us of your first demand in writing declaring that the contractor is in breach of its obligation under the contract because the contractor used the advance payment for the purpose intended.

It is a condition for any claim and payment under this Guarantee to be made that the advance payment referred to above must have been received by the contractor on its account [insert number and domicile of the account]

This guarantee shall remain valid and in full effect from the date of the advance payment received by the contractor under the contract until [insert data]

[Signature (s) of authorized representative(s) of the bank]

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

The bank shall insert the amount(s) specified in the SCC and denominated, as specified in the SCC, either in the currency (ies) of the contract or a freely convertible currency acceptable to the Employer.

Insert the completion scheduled data stipulated in the contract Delivery Schedule. The Employer should note that in the event of an extension of the time to perform the Contract, the Employer would need to request an extension of this Guarantee from the bank such request must be in writing and must be made prior to the expiration date established in the Guarantee. In preparing this Guarantee the Employer might consider adding the following text to the Form at the end of the penultimate paragraph: "We agree to extend this Guarantee for a period not exceeding [six months]\[one year] at a time, in the Employer written request for such extension, such request to be presented to us before the expiry of the Guarantee."



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SPECIMEN BANK GUARANTEE FOR STAGE PAYMENT

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

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

In consideration of the Board of Authorities of the Port of [insert name of port] incorporated by the Major Port Authority's Act, 1963 as amended by Major Port Authority (Amendment) Act 1974 (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 Authorities of the port of [insert name of port], its successors and assigns) having agreed to release stage payment to (hereinafter called the "contractor")

(Name of the contractor/s)

under the terms and condition of the contract, vide from the demand under the condition of the contract, vide _____'s letter No _____

(Name of the Department)

Date _____ made between the contractors and the Board for execution of _____ covered _____ under _____ Tender

No. _____ dated _____ (hereinafter called "the said contract")

for the payment of Advance Payment in cash or Lodgement of Government Promissory Loan Notes for the due fulfilment by the said contractors of the terms and condition of the said contract, on production _____ of _____ a _____ bank _____ Guarantee _____ for

Rs. _____ (Rupees _____) only we, the

(Name _____ of _____ the _____ Bank _____ and _____ Address) _____

(hereinafter

referred to as "the Bank") at the request of the contractors do hereby undertake to pay to the Board an amount not exceeding Rs. _____ (Rupees _____)

only against any loss or damage caused to or suffered by the Board by reason of any breach by the contractors of any of the terms and conditions of the said contract.

2. We, _____, do hereby

(Name of Bank)

(Name of Branch)

Undertake to pay the amount due and payable under this guarantee without any demur merely on a demand from the Board stating that the amount claimed is due by way of loss or damage caused to or which would be caused to or suffered by the Board by reason of the 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.



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3 We, _____, undertake to pay to the

(Name of Bank and Branch)

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

4. We, _____ further agree with the Board that the

(Name of Bank and Branch)

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

(Name of the user department)

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

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

Board shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said contract or to extend the time of performance by the said contract or to extend the time of performance by the said Contractors from time to time or to postpone for any time or from time to time any of the powers exercisable by the board against the said Contractors and to forebear or enforce any of the terms and conditions relating to the said contract and we shall not be relieved from our liability by reason of any such variation or extensions being granted to the contractors or for any forbearance, act or omission on the part of the Board or any indulgence shown by the board to the Contractors or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

6. This guarantee will not be discharged due to the change in the constitution of the Bank or the Contractor(s).

7. It is also hereby agreed that the Courts in [**Gandhidham**] would have exclusive jurisdiction in respect of claims, if any, under this Guarantee.

8. We, _____ Bank lastly undertake not to revoke this guarantee during its currency except with the previous consent of the Board in writing.



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9. Notwithstanding anything contained herein:

- (a) Our liability under this Bank Guarantee shall not exceed Rs. _____ (Rupees _____ only);
- (b) This Bank Guarantee shall be valid upto _____ ; and
- (c) We are liable to pay the guarantee amount or any part thereof under this Bank Guarantee only and only if you serve upon us a written claim or demand on or before _____ (date of expiry of Guarantee).”

Date _____ day of _____ 20

For (Name of Bank)

(Name)

Signature



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ANNEXURE I

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. 01-PL/2024. The Principal values full compliance with all relevant laws of the land rules, regulations, economic use of resources and of fairness / transparency in its relations with its Bidder(s) and / or Contractor(s).

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

Section 1 - Commitments of the Principal

- (1) The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles: -
 - (a) No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
 - (b) The Principal will, during the tender process treat all Bidder(s) with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential / additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.
 - (c) The Principal will exclude from the process all known prejudicial persons.
- (2) If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the IPC / PC Act, or if there be a substantive suspicion in this



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regard, the Principal will inform the Chief Vigilance Officer and in addition can initiate disciplinary actions.

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

- (1) The Bidder(s) / Contractor(s) commits themselves to take all measures necessary to prevent corruption. The Bidder(s) / Contractor(s) commits themselves to observe the following principles during participation in the tender process and during the contract execution.
 - a. The Bidder(s) / Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal's employees involved in tender process or the execution of the contract or to any third person any material or other benefit, which he / she is not legally entitled to, in order to obtain in exchange of advantage of any kind whatsoever during the tender process or during the execution of the contract.
 - b. The Bidder(s) / Contractor(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids, or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
 - c. The Bidder(s) / Contractor(s) will not commit any offence, under the relevant Prevention of Corruption Act / Indian Penal Code / PC Act; further the Bidder(s) / Contractor(s) will not use improperly, for purposes of competition, or personal gain, or pass on to others, any information or document provided by the Principal, as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
 - d. The Bidder(s) / Contractor(s) of foreign origin shall disclose the name and address of the Agents / Representatives in India, if any. Similarly, the Bidder(s) / Contractor(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any. Further details as mentioned in the "Guidelines on Indian Agents of Foreign Suppliers" shall be disclosed by the Bidder(s) / Contractor(s). Further, as mentioned in the Guidelines all the payments made to Indian agent / representative have to be in Indian Rupees only. Copy of the "Guidelines on Indian Agents of Foreign Suppliers" is placed at (page Nos. 7-20)
 - e. The Bidder(s) / Contractor(s) will, when presenting their bid, disclose any and all payments made, is committed to or intends to make to agents, brokers or any other intermediaries, in connection with the award of the contract.



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

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

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

Section 4 - Compensation for Damages

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

Section 5 – Previous transgression

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



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

Section 7 - Criminal charges against violating Bidders / Contractors

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

Section 8 – External Independent Monitor

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



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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

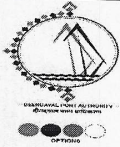
- 9.1 This Pact shall be operative from the date of signing of IP by both the parties till the final completion of contract of successful bidder and for all other bidders six months after the contract has been awarded. Issues like warranty, guarantee, etc. should be outside the purview of IEMs.
- 9.2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



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- (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.

उप मुख्य अभियंता
Dr. Chief Engineer
दीनदीपाल प्रताप प्राधिकरण
Deendayal Port Authority
Signature of Witness:
(Name & Address)

Salunki Nasendra
E-180, Gopalpur

(For & on behalf of the Bidder/Contractor)
(Office Seal)

Signature of Witness:
(Name & Address)

Place: Gandhidham
Date: ____/06/2024

Note: The bidder has to execute Integrity pact agreement with Deendayal Port Authority. Dr. S.K. Sarkar, IAS (Retd.) and Shri Saurabh Chandra IAS (Retd.) has been appointed by DPA as Independent External Monitors and whose address is as under:

Dr. S.K. Sarkar, IAS (Retd.)
B-104, Narantra Aptt.,
Plot No 8B, Sec-07, Dwarka
New Delhi- 110 075
Mobile No. 98111 49324
Email: sksarkar1979@gmail.com

Shri Saurabh Chandra IAS (Retd.)
A-9, Sector-30
Noida (UP) 201301
Mobile No. 98713 22133
Email: saurabh7678@yahoo.co.in



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ANNEXURE J

FORMAT OF BID SECURITY DECLARATION FROM BIDDERS

(On Bidders Letter head)

Bid Security Declaration Form

Date: _____

Tender No. **01-PL/2024**

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).



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Annexure – “II”

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

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

DECLARATION BY THE PARTY :-

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

Signature of the Party
With the seal



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EXCEPTIONS AND DEVIATIONS

As pointed out in the Tender Call Notice, Bidder may stipulate here exceptions and deviations to the bid conditions, if considered unavoidable.

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

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

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

Date on _____ day of _____, _____ [insert date]



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SECTION – 7

BILL OF QUANTITY (SCHEDULE-B)